

**WATERBURY FINANCIAL PLANNING
AND ASSISTANCE BOARD**

In the matter of:

The binding interest arbitration between:

Waterbury Board of Education

— and —

Waterbury Teachers Association

: Case No. 0001-04 (Reopener)
:
:
:
:
:
:
: May 8, 2002

DECISION AND AWARD

The Waterbury Financial Planning and Assistance Board ("WFPAB") hereby issues the following arbitration award pursuant to its powers under Special Act 01-1 ("Special Act") and the Teacher Negotiation Act, as amended ("TNA").

Relevant Facts

The Waterbury Board of Education ("BOE") and the Waterbury Teachers Association ("WTA") were in negotiations in the fall of 2001 pursuant to a reopener on several issues.

The matter became subject to arbitration before the WFPAB in January. The parties were afforded notice of the hearing dates as well as an opportunity to present evidence in the form of witness testimony and through the submission of documentary exhibits.

Throughout the arbitration process, the City and the Union engaged in informal negotiations to narrow the scope of the issues to be considered by the WFPAB. The result of such negotiations was the parties' agreement on all disputed issues between them and the Board's issues of concern. On January 14, 2002, the parties presented to the WFPAB a proposed agreement ("Agreement") seeking to extend the current collective bargaining agreement

originally set to expire in June 2003, one additional year, through and including June 2004. A copy of the proposed Agreement is attached hereto.

Decision

Notwithstanding the parties' submission of their agreed upon language, and their request of the Board to accept it, the Board is obligated not only to consider whether this Agreement comports with the Special Act's overall purposes, but also whether the record developed in these hearings warrants the Board's awarding on matters outside of the parties' submissions or on matters not raised or negotiated by the parties prior to arbitration.

The Board, having carefully considered and weighed all factors set forth in the Special Act, finds that the proposed Agreement adequately takes into account the public interest and the financial capability of the City of Waterbury, in light of the following factors: (A) the negotiations between the parties prior to arbitration including the offers and range of discussion of the issues; (B) the interests and welfare of the employee group; (C) changes in the cost of living averaged over the preceding three years; (D) the existing conditions of the employment of the employee group and those of similar groups; and (E) the salaries, fringe benefits and other conditions of employment prevailing in the state labor market, including the terms of recent contract settlements or awards in collective bargaining for other municipal employee organizations and developments private sector wages and benefits.

The WFPAB concludes that the package of revisions, most notably the imposition of a premium share on health and dental plans offered to bargaining unit members and the introduction of less-costly health care alternatives, are significant benefits of this Agreement. Health care and dental benefits were not an issue subject of the original reopener, but were rather voluntarily introduced by the parties as an element of an overall agreement.

The WFPAB concludes that the Agreement comports with the statutory criteria cited above, and takes into account the need of the BOE to remain competitive in attracting and retaining qualified teachers, while achieving much needed cost savings in terms of health care for one of the City of Waterbury's largest employee groups. Without the Agreement, these cost-savings would not have been attainable for over two years.


Finally, the WFPAB notes that the Agreement is the product of negotiations between the parties, and the final submission is the product of an effort to comply with the requirements and spirit of the Special Act, the financial capability of the City and the needs of its citizens. The Board commends the parties for their cooperation, timeliness and level of preparation throughout this arbitration process. The Board adopts the proposed Agreement as submitted as it is in the public interest, and allows the City to realize substantial savings while affording the parties substantial input in the resulting final Agreement.

The Board declines to exercise its prerogative to award outside of the parties' final submissions or to award on matters not raised during negotiations, except as provided in the attached Agreement.

In view of the foregoing analysis, the Board awards the Agreement, and finds that it is consistent with the Board's objectives and obligations under the Special Act.

All present members voted in favor of the package on May 8, 2002, and their signatures appear on the following pages.

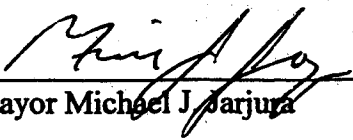
SO ORDERED


Chair Marc S. Ryan, or his designee
Michael J. Cicchetti

5/8/02
Date

Jill E. Fernando
State Treasurer Denise Nappier, or
her designee

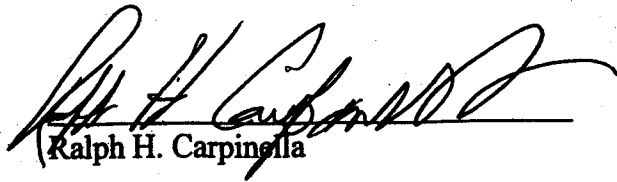
5/8/02
Date



Mayor Michael J. Barjura

5-8-02

Date


Ralph H. Carpinella

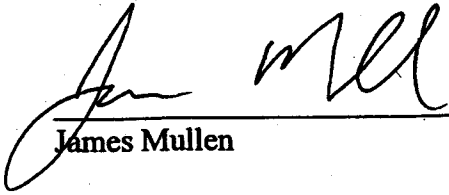
Date 5/8/02

Jack Cronan
Jack Cronan

5-8-03
Date

George Hajjar
George Hajjar

5/8/02
Date


James Mullen

5-8-02
Date

AGREEMENT BETWEEN THE WATERBURY BOARD OF EDUCATION AND THE WATERBURY TEACHERS' ASSOCIATION

The 1999-03 Written Agreement between the Waterbury Board of Education (the "Board") and the Waterbury Teachers' Association CEA-NEA (the "WTA") shall be extended until June 30, 2004. The parties have agreed to the following changes.

I. The following shall be effective immediately.

Effective January 14, 2002, the WTA promises to waive all currently pending health care related grievances against the Board.

II. The following changes to the collective bargaining agreement shall go into effect no earlier than April 1, 2002, or as soon as practicable, whichever is later, without prejudice to the WTA.

1) Revisions to Article 25

a) Insurances

The following language shall replace Art. 25, Sections 1 through 5.

Section 1. Effective April 1, 2002, the City shall provide and continue in full force and effect the insurance programs described below. Each employee shall have the option to enroll for him or herself, spouse and eligible dependents, in the following five (5) medical insurance plans during an annual open enrollment period of 30 days.

1) Century Preferred One (CP 1)

(a) The Anthem Blue Cross Blue Shield Century Preferred Managed Care Program (Plan 1) with a \$10.00 co-pay for home and office visits with an unlimited maximum. Out-of-network cost shares include \$200/\$400/\$500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% to a waiver amount of \$2000/\$4000/\$5000 respectively for individual, two person, and family coverage. The maximum "out of pocket" expense associated with the out-of-network cost share is \$600/\$1000/\$1500 for individual, two persons and family respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated share maximums. The program includes managed benefits with a \$200 inpatient hospital and 25% professional penalty imposed if guidelines are not followed. The life time maximum for the program is unlimited.

(b) Full service drug rider with a \$5.00 co-pay and a \$1,000 cap, balance over \$1,000 to be submitted to out-of-network program.

Effective on the implementation of the CP 1 plan, each employee who is enrolled in such plan shall pay twenty percent (20%) of the premium or premium equivalent for the level of coverage selected (employee, employee +1, family). The premium share or premium share equivalent applies to both the medical and prescription drug benefit described in this Section 1.

(2) Century Preferred Two (CP 2)

(a) The Anthem Blue Cross Blue Shield Century Preferred Managed Care Program (Plan 2) with a \$5.00 co-pay for home and office visits with an unlimited maximum. Out of network costs shares include \$200/\$400/\$500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% to a waiver amount of \$2,000/\$4,000/\$5,000 respectively for individual, two person, and family coverage. The maximum "out of pocket" expense associated with the out-of-network cost share is \$600/\$1,200/\$1,500 for individual, two person, and family respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated share maximums. The program includes managed benefits with a \$400.00 inpatient hospital penalty imposed if guidelines are not followed. The Plan is more fully described in Exhibit "X".

(b) Managed drug rider with a \$5/\$10/\$0 co-pay with an unlimited maximum.

Effective on the implementation of the CP 2 plan, each employee who is enrolled in such plan shall pay twenty percent (20%) of the premium or premium equivalent for the level of coverage selected (employee, employee +1, family). In addition, each employee who is enrolled in such plan shall pay 100% of the difference in the cost to the employer of the CP 2 plan and the CP 1 plan for the level of coverage selected. The premium share or premium share equivalent applies to both the medical and prescription drug benefits described in this Section 2.

(3) Century Preferred Three (CP 3)

(a) The Century Preferred Managed Care Program with a \$10 co-pay for home and office visits with an unlimited maximum for in-network providers. Out of network cost shares include \$200/400/500 deductible for individual, two person, and family coverage with subsequent coinsurance of twenty percent (20%) on covered expenses of up to \$2000/4000/5000 respectively for individual, two person, and family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$600/1200/1500 for individual, two person, and family coverage respectively. If a non-network

provider is used, the employee or dependent may be subject to balance billing above and beyond the stated maximums. The program includes managed benefits with a \$200 in-patient hospital and twenty-five (25 %) professional penalty imposed if guidelines are not followed. The life-time maximum for the program is unlimited.

Effective on the implementation of the CP 3 plan, each employee who is enrolled in such plan shall pay twenty percent (20%) of the premium or premium equivalent for the level of coverage selected (i.e. employee, employee + 1, family).

(4) Blue Care POS

(a) The BlueCare POS Plan with no co-pay for preventive office visits in-network, a \$5 co-pay for primary care office visits in network and a \$10 co-pay for specialist office visits in-network, and an unlimited maximum for in-network providers. Out of network cost shares include \$250/750 deductible for individual and two-person or family coverage, with subsequent coinsurance of 20% on covered expenses of up to \$6,250/\$18,750 respectively for individual and two person or family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$1,500/\$4,500 for individual and two person or family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. Prior authorization is required for certain services. The life-time maximum for in-network is unlimited and for out-of-network is \$1,000,000.

Effective on the implementation of the POS plan, each employee who is enrolled in such plan shall pay twelve and one half percent (12.5%) of the premium or premium equivalent for the level of coverage selected (employee, employee + 1, family).

(5) BlueCare POE Plan

(a) The BlueCare POE Plan, with services limited to network providers; out of network services are not permitted.. Under the Blue Care POE Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care office visits and a \$10 co-pay for specialist office visits. Prior authorization is required for certain services. The life-time maximum is unlimited.

Effective on the implementation of the POE plan, each employee who is enrolled in such plan shall pay five percent (5%) of the premium or premium equivalent for the level of coverage selected (i.e. employee, employee + 1, family).

(6) Teachers who enroll in CP 3, BlueCare POS or BlueCare POE shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of

\$5 for generic drugs, \$10 for listed brand name drugs and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90 day supply of maintenance medications are \$10 for generic, \$20 for listed brand name and \$30 for non-listed brand name. For non-participating pharmacies, the plan pays 80 percent of the Anthem allowance. The annual maximum benefit is one thousand dollars (\$1,000.00).

Effective on implementation of the CP-3, BlueCare POS or BlueCare POE, each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent, by payroll deduction for the level of coverage selected (i.e. employee, employee + 1, family).

Section 2. The medical and dental plans are hereinafter de-linked. Any member of the professional staff can choose any of the dental insurance plans provided by the City, at the applicable premium cost for that plan, notwithstanding the Medical Insurance program he or she selects. Professional staff shall pay 20 % of the premium cost or premium equivalent for the level of coverage selected (i.e. employee, employee + 1, family). The City currently offers (a) Anthem Blue Cross Blue Shield Full Service Dental Plan and Dental Rider A; and (b) Anthem Blue Cross Blue Shield Flexible Dental Plan; Class 1 at 100%, Class 2 at 50% and Class 3 at 50% Orthodontic to a maximum of \$1,000.

Section 2a. At the City's earliest convenience, but by no means later than July 1, 2003, the City shall implement a plan pursuant to Section 125 of the Internal Revenue code, to allow pre-tax payment of premium cost shares, medical, dental, dependent care and other expenses to the extent permitted by law.

Section 3. The City reserves the right to provide coverage as equivalent as possible to that specified without increase in cost to the City in the event Blue Cross and Blue Shield increases its rates during the term of this Agreement.

Section 4. The City of Waterbury (through the Board) shall provide without charge to the employee, life insurance in the face amount of one and one half (1-1/2) the annual base salary rounded up the next one thousand dollars (\$1,000.00). The employee has the option of purchasing at the group rate additional life insurance up to the amount provided by the City in accordance with the procedures established by the City.

Section 5. Insurance Reopener The parties agree that if, during the term of this Agreement, any other group or entity of the City of Waterbury employees or Board employees (that is employee, other than the certified professionals covered by this bargaining unit) should obtain Anthem Blue Cross/Blue Shield, Life Insurance, Health and Accident or Health Insurance benefits or coverage which are an improvement upon the benefits and coverages prescribed by this Article and which said benefits and coverages are paid solely and completely by the City, then the parties agree that they shall meet and negotiate, pursuant to the provisions of the

Teachers' Negotiating Act, concerning a WTA request for a similar, greater or lesser improvement in the said benefits and coverages for members of this bargaining unit.

III. The following changes and/or additions to the collective bargaining agreement shall be effective on July 1, 2002.

1) Article 4

a) Salaries

On July 1, 2003, all teachers who are not yet at the maximum step shall advance one step on the salary schedule.

On July 1, 2003, each and every step of the salary schedule in effect for the 2002-2003 school year shall be increased by 2%.

2) Note move to Article 4 Sec. 18 (new)

At the City's earliest convenience, but no later than July 1, 2003, it shall institute a means by which professional staff can have the option of direct deposit of their paychecks.

3) Revisions to Article 19, Section 5(a)

a) Section 5(a): Coaches Salaries

The following language shall be added to Art. 19, § 5(a):

Beginning on July 1, 2002 through June 30, 2004 the Head Football coach shall receive a salary of five thousand six hundred forty dollars (\$5,640). This salary shall remain the same for the duration of the contract.

Beginning on July 1, 2002 through June 30, 2004 all other coaching salaries listed in Section 5(a) shall be calculated based on the Head Football coach's salary as of July 1, 2002. The ratio applicable for each coach shall be equivalent to that which is prescribed in the 1999-03 collective bargaining agreement.

3) Revisions to Article 13, A

a) Section 2: Sick Leave Payout

The following language shall replace Art. 13, A. (2):

Upon the retirement or the death of an employee of the professional staff who has between zero (0) and five (5) years inclusive of service as of June 30, 2002, said employee or his/her estate shall be paid the equivalent of one-half (1/2) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to seventy-five (75) days,. Such payments shall be based on 1/180th of an employee's annual salary.

Upon the retirement or the death of an employee of the professional staff who has between five years plus one (1) day and ten (10) years inclusive of service as of June 30, 2002, said employee or his/her estate shall be paid the equivalent of one-half (1/2) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to one-hundred fifty (150) days. — Such payments shall be based on 1/180th of an employee's annual salary.

Upon the retirement or the death of an employee of the professional staff who has ten years plus one day or more of service as of June 30, 2002, said employee or his/her estate shall be paid the equivalent of one-half (1/2) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to the employee's actual accumulation as of June 30, 1996, or one-hundred eighty (180) days, whichever is greater. Such payments shall be based on 1/180th of an employee's annual salary.

For the purposes of this Section, the phrase "retirement" shall mean the retirement of the employee pursuant to the City of Waterbury Retirement System and/or the State of Connecticut State Teachers' Retirement System and/or a Board of Education Early Retirement Program.

For the purposes of this Section, the phrase "retirement" shall mean the retirement of the employee pursuant to the City of Waterbury Retirement System and/or the State of Connecticut State Teachers' Retirement System and/or a Board of Education Early Retirement Program.

Any employee hired after June 30, 2002 shall be ineligible to receive any payout of sick leave.

Notwithstanding any provision of this Agreement to the contrary, any employee retiring between the effective date of this agreement and June 30, 2004 shall be eligible to receive payment for accumulated sick leave beginning in the twenty-fifth (25th) month following his or her retirement. Thereafter, the employee will receive his or her payment for accumulated sick leave in three equal payments

spread out over three years or in annual ten thousand dollar (\$10,000) installment payments, whichever the employee chooses.

Any teacher entitled to receive a payment for accumulated sick leave shall receive such payment in the initial year of eligibility for payment if and only if the teacher provides written notice of his or her intention to retire on or before March 1 of the year in which the teacher intends to retire. If the teacher fails to provide notice of intent to retire prior to March 1, he or she shall receive any payment for accumulated sick leave to which he or she is entitled commencing with the thirty-seventh (37th) month following his/her retirement.

There shall be no further alterations of Article 13, Section 2 regarding payout of sick leave until at least July 1, 2004.

If the eligible teacher dies prior to the distribution of any portion of these monies, his/her estate shall be paid any remaining amount due within thirty (30) days of notification of death.

b) Section 3: Allotment and Accrual

The following language shall replace Art. 13, A. (3):

Employees shall be entitled to sixteen (16) sick leave days commencing with the 1982-83 school year. There shall be no limit to the number of sick days accumulated except for purposes of payment of unused sick leave upon retirement, as set forth in Article 13, Section (A)(2) above. Employees hired on or after July 1, 2002 shall be entitled to sixteen (16) sick days per year, accumulative up to 184 days.

c) Rules governing receipt of medical documentation

The following language shall replace Art. 13, A. (4):

A medical certificate may be required for sick leave of any duration if a teacher's absence from duty occurs frequently or habitually and when, in the judgment of the Superintendent or his or her designee, evidence indicates reasonable cause for requiring such a certificate.

4) Revisions to Appendix B

a) Commitment to Improvement and Excellence

Delete the following language from Appendix B:

Section 1. In the 1999-2000 and 2000-01 school years, provided the City matches the amount, the increase (including increment advancements) provided

by the new salary schedule will not be paid to teachers until the sum of three hundred twenty-five thousand dollars (\$325,000) is contributed to the Fund for Improvement and Excellence. Two hundred fifty thousand dollars (\$250,000) of this contribution and the matching two hundred fifty thousand dollars (\$250,000) of the city money in each year will be distributed to individual schools on a per capita basis to be spent for books, supplies, computers or other educational needs of the particular schools as determined by the principal and the TQE committee. The money will be allocated to the individual schools in December. It is understood that the teachers' contribution and the matching funds are to be above and beyond monies allocated for such purposes in the previous year. If the city is unable to meet these criteria then the salaries will be paid to the teachers in accordance with the salary schedule.

Section 2. Seventy-five thousand dollars (\$75,000) of the teachers' contribution and the seventy-five thousand dollars (\$75,000) of the City's matching money in each year will be used to reward the school or schools which show the most improvement over the previous school year. The selection of the schools to be awarded the money will be made by the President of the Board of Education and the President of the WTA.

Section 3. In the subsequent years of the contract, provided the City matches the amount, the increases provided by the new salary schedules will not be paid to teachers until the sum of seventy-five thousand dollars (\$75,000) is contributed to the fund for Improvement and Excellence.

This seventy-five thousand dollars (\$75,000) and the City's matching seventy-five thousand dollars (\$75,000) will be awarded to the school or schools which show the most improvement over the previous school year. The selection of the schools to be awarded the money will be made by the President of the Board of Education and the President of the WTA. If the parties cannot agree then differences will be resolved by a coin flip. If the City is unable to meet these criteria then the salaries will be paid to the teachers in accordance with the salary schedule.

Section 4. Any teacher who retires during the 1999-00 or 2000-01 school years, will be paid back their contribution for the year they retire so their retirement calculation will not be diminished.

Contractual Reopener

Section 1. The language in this contract relating to improvement in performance, transfers, and sick leave (use and payout) are subject to reopener on July 1, 2001. The purpose of the reopener is to evaluate changes already made and to explore ways of further improvement in the performance of the school system.

5) Workers' Compensation

Article 14, Section 5, shall be revised as follows:

Section 5.

- (a) Whenever a teacher is absent from school as a result of personal injury caused by an assault, arising out of, and in the course of his/her employment, compensable under the Workers' Compensation Law, he/she shall be paid his/her full salary for the period of such absence, and no part of such absence shall be charged to his/her annual or accumulative sick leave.
- (b) Whenever a teacher is absent from school as a result of personal injury caused by an accident, arising out of, and in the course of his/her employment, compensable under the Workers' Compensation Law, he/she shall be paid his/her full salary for the period of such absence. One-third of a day shall be deducted from the teacher's accumulative and/or annual sick leave for each day of absence upon which the teacher receives payment over and above the amount paid under the Workers' Compensation Law. The additional payment shall cease upon exhaustion of the teacher's annual and accumulative sick leave. Under no circumstances shall a teacher absent from school receive total compensation greater than his/her gross pay less Federal and State Income Taxes when he/she is not on leave.



1999-2003

Written Agreement

Between

The Waterbury Board of Education

and

The Waterbury Teachers' Association

TABLE OF CONTENTS

ARTICLE 1 - INTRODUCTION	1
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 - DUES DEDUCTION	3
ARTICLE 4 - SALARIES	5
Payment Options	6
Specialists	8
Teaching Vice-Principal	8
Department Heads	9
Coordinators	10
ARTICLE 5 - SCHOOL HOURS	10
ARTICLE 6 - PROFESSIONAL DEVELOPMENT	11
Conference Expense Accounts	12
In-Service Program	13
Course Reimbursement	13
ARTICLE 7 - TEACHER ASSIGNMENTS AND TRANSFERS	14
Procedures	14
Involuntary	15
Seniority	16
ARTICLE 8 - VACANCIES AND NEW POSITIONS	18
Non-Administrative and Non-Supervisory Positions	18
Administrative and Supervisory Positions	19
ARTICLE 9 - NON-TEACHING DUTIES	21
Middle School Corridor Duties	21
Middle School Cafeteria Duties	21
Bus-Pupil Monitoring Aides	22
K-5 Recess Duty	23
Library Aide	23
K-5 Duplication of Materials	24
ARTICLE 10 - TEACHER FACILITIES	24
ARTICLE 11 - PREPARATION PERIODS (K-5 Schools)	24
ARTICLE 12 - GENERAL AND PROFESSIONAL STAFFING	25
ARTICLE 13 - LEAVES	26
Sick	26
Sabbatical	28
Military	29
Personal	30
Funeral	31
Legal	31
Professional	31
Religious	32
Voluntary Absence	32
Childrearing	32
Special	33
ARTICLE 14 - TEACHER PROTECTION	34
Worker's Compensation	34
Communicable Diseases	35
Intercom System	35
ARTICLE 15 - LONGEVITY	35
ARTICLE 16 - SCHOOL SOCIAL WORKERS	35
ARTICLE 17 - CLASS SIZE	35
Kindergarten	35
Grades 1-8	36
High School	36

General	37
Stations	37
Special Education Classes	38
ARTICLE 18 - NUMBER OF CLASSES - High School - Middle School	38
High School	38
High School Classes - English	39
Remedial	39
Middle School	39
ARTICLE 19 - TEACHERS' EXTRA-CURRICULAR ACTIVITIES	41
Compensatory Position Posting	41
Coaches Salaries	42
Student Advisor Remuneration	44
ARTICLE 20 - MISCELLANEOUS	44
School Calendar	44
Remuneration for Adult Education, Homebound	45
Mileage Allowance	45
Temporary Administrative Appointment	47
High School Guidance Summer Assignment	47
Field Trips	47
Educational Materials and Supplies	48
Reduction In Force	48
Recall	49
Parent-Teacher Conferences	50
ARTICLE 21- WTA PRIVILEGES	51
ARTICLE 22 - PARKING FACILITIES	53
ARTICLE 23 - GRIEVANCE PROCEDURE	53
Informal	53
Formal	53
Meetings	54
ARTICLE 24 - WORK ASSIGNMENTS	58
ARTICLE 25 - INSURANCES	59
ARTICLE 26 - PERSONNEL FILES	60
ARTICLE 27 - CONSULTATIVE PROCEDURE	61
ARTICLE 28 - ADVISORY COUNCILS	62
Principal's Advisory Council	62
Special Services Advisory Council	62
General Services Advisory Council	62
ARTICLE 29 - SUMMER SCHOOL PROGRAM -Remuneration and Selection	63
ARTICLE 30 - SAFETY AND HEALTH	64
ARTICLE 31 - PENSIONS AND EARLY RETIREMENT INCENTIVE	64
Pensions	64
ARTICLE 32 - NEGOTIATIONS OF SUCCESSOR AGREEMENT - Duration	65
Appendix A	66
Elementary (K-5)	66
Middle Schools - Grades 6-8	66
High Schools Grades 9-12	66
Appendix B - Commitment to Improvement & Excellence	67
Schedules A - D	69
Exhibit X	70

ARTICLE 1 - INTRODUCTION

Section 1. This Agreement is negotiated pursuant to Sections 10-153 (a) through 10-153 (g) of the Connecticut General Statutes, as amended, which Sections are hereinafter referred to as the Teachers' Negotiating Act.

Section 2. The Board and the WTA recognize the importance of stimulating responsible participation by the professional staff in the formulation of governing policy and accordingly agree herein to the consultative procedure set forth in Article 27 to inform and guide the Board in exercising its responsibilities under law for continuing supervision and ultimate decisions.

Section 3. The parties hereto accept the provisions of this Agreement as their collective and individual commitment, actively, cooperatively and in good faith, to honor, support and fulfill the obligations, commitments and representations made herein and to fulfill their respective professional obligations.

Section 4. Subject to the provisions of Section 10-153 (b) of the Connecticut General Statutes, as amended, the Board agrees not to recognize any teachers' unit other than the WTA, for the duration of this Agreement.

Section 5. Upon request, at the time of the commencement of negotiations for the Successor Agreement, the Board and the WTA Negotiating Committee will provide the other with satisfactory evidence, such as official minutes or certificates of resolutions, of authority to act on behalf of the respective party.

Section 6. This Agreement shall not limit or contravene the authority of the Board as provided by the General Statutes of Connecticut and the Charter of the City of Waterbury, except that the Board shall be deemed to have exercised its authority for the duration of this Agreement in the manner specified in the specific provisions of this Agreement. Accordingly, the provisions of this Agreement shall constitute Board policy for the duration of this Agreement or until changed by the mutual written consent of the parties hereto. It is to be also understood that the Board shall not exercise any of its legal authority or power so as to contravene a specific provision of this Agreement, and it is further understood that any previously adopted policy, rule or regulation of the Board which conflicts with a specific provision of this Agreement shall be deemed to be effectively superseded and replaced by such specific provision of this Agreement as of the effective date of this Agreement. Unless otherwise specifically prescribed by a specified date which is prior to July 1, 1999, no provision of this Agreement shall have any retroactive effect or be in any way effective or binding prior to the effective date of this Agreement. All power and authority given to the Board by State Statute and/or City Charter shall be fully reserved to the Board, except in those areas and to that extent as such are in conflict with a specific provision of this agreement in which case the specific provisions of this Agreement shall control, unless that specific provision of the Agreement shall have been ruled illegal by a court of competent jurisdiction.

Section 7. In all matters wherein the exercise of judgment or discretion is called for on the part of the Board (as for example only, the assignment, transfer or promotion of teachers, the numbers, categories or priorities of spe-

cialists to be employed) the decision of the Board shall be final and binding if made in good faith except where some other standard is set forth in this Agreement. The term "good faith" shall mean that the decision of the Board was not arbitrary, nor capricious, and not without rational basis in fact.

Section 8. Definitions - The following definitions are applicable to this Agreement unless the context of the usage in any given Article or Section indicates otherwise:

Section 8 (a). The term "parties" shall mean the Board and the WTA.

Section 8 (b). The term employee and/or teacher shall include certified teachers and other certified professional educators, who are included in the bargaining unit described in Article 2, Section 1 hereof.

Section 8 (c). The pronoun he, his, him shall be defined to include the pronoun she, her/hers, her.

Section 8 (d). When the term "Board of Education" is used it shall be understood that the Board acts through agents, specifically the Superintendent is an agent for the Board in certain instances and such instances shall be made known to the WTA in writing.

Section 9. All salaries and other conditions of employment are set forth in this Agreement. Any unilateral change of salaries or other conditions of employment are hereby proscribed.

ARTICLE 2 - RECOGNITION

Section 1. Subject to, and in accordance with the provisions of said Sections 10-153 (a) through 10-153 (g) as amended, the Board recognizes the WTA for purposes of professional negotiations as the exclusive representative of all persons employed by the Waterbury Board of Education in positions requiring a teaching or special services certificate regardless of the funding sources of such positions, including the positions of homebound teacher, federal grants teacher and continuing adult education teacher provided these positions are full time and the teaching work is done during the normal school day, and Teaching Vice-Principal but excluding:

- (1) The Superintendent of Schools,
- (2) Assistant (Deputy) Superintendent,
- (3) Assistant Superintendents,
- (4) Director of Business and those employees who are directly responsible to the Board for personnel relations or for the preparation of the budget of the Board of Education,
- (5) Temporary substitutes,
- (6) All non-certified employees of the Board of Education,
- (7) Certified employees in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof,
- (8) Other employees excluded for the purpose of Sections 10-153 (a) through 10-153 (g) of the Connecticut General Statutes, as amended, or as may be hereafter amended.

Section 2. The parties agree to continue to follow a policy of not discriminating against any employee or member or person covered by this Agreement on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, age or residency.

Section 3. During the terms of this Agreement there shall be no strike, slowdown, suspension or stoppage of work, or picketing in any part of the Board's or City's operations by any employee or employees covered by this Agreement. Remedies shall be limited to those provided for, and available under, the Teachers' Negotiating Act, as amended.

Section 4. Whenever a substitute teacher who is regularly certified for the work being done, fills a position for at least forty (40) days in the same assignment, he/she shall be paid at a per diem rate equal to the salary of a teacher placed on Step 1 of the bachelor degree schedule currently in effect, divided by the number of work days in the work year, for work performance in the same assignment after forty (40) consecutive days. However such substitute shall receive no other benefits under this contract. Such substitutes will be considered for full time positions but will be given no special preference. If such teacher is hired into a full time position then they will begin normal progression through the salary schedule.

ARTICLE 3

DUES DEDUCTION

Section 1. Conditions of Continued Employment - All teachers employed by the Waterbury Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be not greater than the amount of dues uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment. The WTA agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the deduction of service fees. The singular reference to the "WTA" herein shall be interpreted as referring to the Waterbury Teachers' Association, the Connecticut Education Association, and the National Education Association.

Section 2. Deductions - Based on transmittal forms as submitted by the WTA, the Waterbury Board of Education will deduct from teachers' salaries WTA-CEA-NEA membership dues amounts or a service fee by means of payroll deductions. The amount of the deductions shall be divided equally by the number of paychecks from and including the first and second paychecks in September through and including the first and second paychecks in June. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education by August 1 of each year. In the event employment is terminated, dues amounts or service fees still owed shall be deducted from the final pay of said employee and transmitted to the WTA.

Section 3. Subsequent Employment - Those teachers whose employment commences after the start of the school year shall pay an amount equal to the percentage of the remaining school year.

Section 4. Forwarding of Monies - The Board of Education agrees to forward to the Association each pay period a check for the amount of money

deducted during that pay period. The Board shall include with such check a list of teachers by name for whom such deductions were made.

Section 5. Lists - No later than the first paycheck in October of each school year the Board of Education shall provide the Association with a list of all bargaining unit members and the positions held by each unit member. The WTA shall be notified monthly of any changes in said list.

Section 6 (a). The WTA shall file a transmittal list to the Comptroller's Office no later than August 1. Such listing will include the teachers' names and statement of WTA-CEA-NEA membership status or fee paying status, and the amount to be deducted. A teacher may revoke membership status by submitting a letter to the Comptroller's Office and to the WTA prior to August 1. Any teacher not holding membership status through payroll deduction shall automatically as of August 1 be listed as service fee paying status. Once transmittal lists are submitted to the Comptroller's Office there shall be no deletions for the balance of the school year.

Section 6 (b). Any non-member wishing a rebate for that portion of his/her service fee in excess of the costs of collective bargaining, contract administration and grievance adjustment may apply for such rebate to the Treasurer of the WTA or his/her designated agent. Such rebate, if any is due, shall be made in accordance with law.

Section 7. Teachers shall be eligible to participate in a Tax Sheltered Annuity Plan established pursuant to United States Public Law No. 87-370. Deductions shall be made in accordance with the provisions of Section 8 hereof. All companies on record as of October 1, 1978 with ten (10) or more employees who are active participants in that company's Plan as of that date shall be continued as recognized TSA companies. If as of October 1, 1978, or any date subsequent to that date until the termination date of this agreement, an existing TSA Company has less than ten (10) active participants in the Plan and has had no new participants in the Plan since July 1, 1976, then, in that event, a committee of the Board and of the WTA shall meet with the employees who are participants in said "inactive" TSA companies (that is TSA companies with ten (10) or less participants within the time period prescribed herein) and attempt to persuade the employees to transfer their plan to a company with active participants of ten (10) or more employees. The WTA recognizes that a large number of TSA companies with a small number of participants creates administrative problems for the Comptroller's Office.

In any event, if additional companies desire to participate, they shall first be approved by a joint committee of the Waterbury Board of Education and the Waterbury Teachers' Association who will determine if such company can adequately service the annuitants. Further, the TSA company must guarantee a minimum of ten (10) participants within one (1) year or else such company should lose its accreditation. CRITERIA FOR APPROVAL OF NEW TAX SHELTER ANNUITY COMPANIES: The existence of an Agency Office; the number of agents operating out of said office; the location of an office in the State of Connecticut; the degree of service available to teacher participants; the reliability of the applying company; the

variety of programs offered; the length of time the company had been in existence both in state and out of state; the guarantee of a minimum of ten (10) participants per year in the program. The company shall not require any signature, other than the employee participant, on any application.

Section 8. General Deductions - Deductions shall be made from the teachers' paycheck for the following items in accordance with the following schedule:

SUBJECT OF DEDUCTION	PAYCHECK FROM WHICH DEDUCTION MADE
WTA-CEA-NEA Dues	Deductions to be taken in equal installments, 1st and 2nd paycheck of each month over a ten-month (September-June) period according to WTA transmittal list and as prescribed by Section 2 and Section 6 hereof.
State Pension	Equal installments, 1st and 2nd paycheck of each month over a ten (10) month (September through June) period. Should the state enact new legislation governing the State Teachers' Retirement System which results in issues relative to mandatory subjects of bargaining, the WTA shall have the right to re-open this section of the contract.
Annuities (per Section 5 hereof) and Waterbury Teachers' R.C.U.	Equal installments, 1st and 2nd paycheck of each month over a ten (10) month (September-June) period.
Life Insurance and U.C.F.	1st paycheck in each month over a ten (10) month (September through June) period.
Washington National Insurance Co (or its successor health and accident insurance Co., as authorized by the WTA).	2nd paycheck in each month over a ten (10) month (September through June) period.
City Pension; Income Tax Withholding, and U. S. Savings Bonds	Every paycheck
Article 25, Medical Insurance Premium Co-payment	First two paychecks of each month

Any other deductions, other than those ordered by a court, shall be made in accordance with a method agreed upon by the affected teacher and the Board.

ARTICLE 4 - SALARIES

Section 1 (a). Salaries for all employees are attached hereto as the Schedules listed below:

- (1) Salary Schedule A for the period September 1, 1999 through June 30, 2000.
- (2) Salary Schedule B for the period September 1, 2000 through June 30, 2001.
- (3) Salary Schedule C for the period September 1, 2001 through June 30, 2002.
- (4) Salary Schedule D for the period September 1, 2002 through June 30, 2003.

Section 2. All employees shall be paid in accordance with the provisions noted below:

Section 2 (a). All those who have two (2) or three (3) years preparations who hold a permanent teaching certificate or those who have a Baccalaureate Degree shall be paid in accordance with the "Bachelors' Column of the appropriate schedule.

Section 2 (b). All those who have completed at least fifteen (15) semester hours of approved study beyond the Baccalaureate Degree shall be paid in accordance with the "Bachelors + 15" Column of the appropriate schedule.

Section 2 (c). All those who possess at least thirty (30) semester hours of approved study beyond the Baccalaureate Degree or who hold a Master's Degree shall be paid in accordance with the "Masters" Column of the appropriate Schedule.

Section 2 (d). All those who have completed at least fifteen (15) semester hours of approved study beyond a Master's Degree or forty-five (45) semester hours beyond a Baccalaureate Degree shall be paid in accordance with the "Masters + 15" Column of the appropriate schedule.

Section 2 (e). All those who have at least thirty (30) semester hours of approved study beyond the Master's Degree, sixty (60) hours of approved study beyond the Baccalaureate Degree, or who have a Sixth Year Certificate or two (2) Master's Degrees shall be paid in accordance with the "6th Year" Column of the appropriate Schedule.

Section 2 (f). All those who have completed at least fifteen (15) semester hours of approved study beyond the Sixth Year Certificate or beyond two (2) Master's Degrees, or seventy-five (75) semester hours beyond the Baccalaureate Degree or forty-five (45) semester hours beyond the Master's Degree, shall be paid in accordance with the "6th Year + 15" Column of the appropriate Schedule.

Section 2 (g). All those who complete the necessary degree and/or credit requirements which will entitle them to a lateral advancement (to the appropriate degree or degree credit column) on the attached schedules, Schedules A, B, C and D shall be paid according to the said appropriate degree or degree credit on the appropriate schedule beginning either September 1st or March 1st immediately following the recording of proof of completion of said degree and/or credits with the Superintendent of Schools. A thirty (30) day grace period to October 1 or April 1 shall be allowed for presentation of these credits following the completion of the Summer Term or of the Fall Term respectively.

In each of the aforementioned categories, additional study, in order to be credited for advancement in the salary schedule, must be completed in a planned program of an accredited institution of higher learning recognized by either Connecticut State Department of Education or the National Council of Accreditation for Teacher Education or the New England Association for Schools and Colleges or other Regional Associations for Schools and Colleges. The program must have been approved by the proper authorities of that institution and/or the Superintendent. Additional studies not part of an approved planned program must specifically be approved in advance by the Board upon the recommendation of the Superintendent or his designee. If a particular course is not approved and is challenged, past practice cannot be used as evi-

dence or as a basis of approval. Each course will be evaluated based on its value and legitimacy. The decision will be made within fifteen (15) school days from the receipt of necessary course descriptions.

Section 3. Placement on the salary schedule for any new teacher to the Waterbury School System will be at the discretion of the Superintendent of Schools. Placement once agreed to by the teacher is not reversible or grievable. However, no teacher can be hired at a level higher than his/her actual certified teaching experience.

Section 4. Teachers covered by this Agreement shall also be placed on an appropriate Salary Schedule by the Superintendent with the approval of the Board taking into consideration the following factors:

- (a) Degree status and credit status.
- (b) Service in the Peace Corps or in the Armed Forces or in Vista (two (2) years' maximum recognition - one (1) year of service for one (1) year of recognition).

Section 5. The aforementioned rules referred to in the above sections shall be uniformly applied.

Section 6. In the event of a teacher's completing the required number of credits for a higher salary on the appropriate salary schedule, and where such credits were not part of a planned program approved in accordance with the previous provisions of this Article, it shall be within the Superintendent's discretion to accept or reject such credits as completion of the necessary requirements to qualify the teacher for application of the lateral advancement on the appropriate salary schedule.

Section 7. In the event of a disagreement concerning the aforementioned rules, the individual involved may request a meeting with the Superintendent for the purpose of clarification of the issue. The Superintendent shall arrange such meetings within fifteen (15) calendar days of receipt of requests. The WTA may be invited to participate in such meetings by the individual concerned.

Section 8. A teacher in the employment of the Board at the conclusion of one (1) school year who is re-employed at the opening of the next school year, shall be given the salary advancement (to the next step of the appropriate salary schedule appended hereto) at the opening of the next school year, provided that he has been employed by the Board since at least February 1st of that calendar year.

Section 9. Subject to compliance with the requirements of Section 8, each teacher, who on September 1st of the preceding year had not attained the maximum step on the appropriate salary schedules (Schedule A, Schedule B, Schedule C and Schedule D attached hereto), shall receive on September 1st of a given year a step-advance on the said appropriate salary schedule.

Section 10. Each teacher shall have his/her total annual salary (including in addition to his/her basic salary as determined from the appropriate salary schedules enumerated in Section 1. (a) hereof all monies payable to him/her for such extra compensatory duties performed during the academic day, as for example, Department Head, Special Service personnel, or

guidance counselor, but excluding monies due him/her for such extracurricular ("before and after school") duties as for example, coaching, homebound, summer school, bus duty, or evening school) payable every second Friday, beginning the first Friday after the opening of school, in accordance with either one of the two payment options listed below, until the total number of payments are made or the teacher's services are terminated, whichever occurs first.

The said payment options are as follows:

- (1) Either twenty-two (22) equal payments; or
- (2) On or before June 1 of the preceding year, a teacher must notify the Board of selection of the following option: twenty-one (21) equal payments in which each payment is equal to one twenty-sixth ($1/26$) of the said teacher's total annual salary (as heretofore defined) and a twenty-second (22nd) payment equal to five twenty-sixths ($5/26$) of the said teacher's total annual salary which five twenty-sixths ($5/26$) payment shall be payable on the last day of the school year.

Section 11. In the event a pay-day shall fall on a school holiday, teachers shall be paid on the school day prior to the holiday.

Section 12. No employee shall be required to perform duties on school holidays unless said employee receives compensation as specified in this Agreement, Article 19.

Section 13 (a). Those specialists listed below, who were employees of the Board in the capacity of the designated specialists as of March 15, 1973, shall receive (in addition to the salaries they receive as the result of the application of the salary schedules in Schedules A, B, C and D attached hereto) the amounts listed below:

Guidance Counselors	\$400.00
Special Education Teachers	\$300.00
Social Workers	\$500.00
Homebound Teachers (full-time) . . .	\$300.00
School Psychologists	\$300.00
Reading Teachers	\$300.00

Any teacher newly hired subsequent to March 15, 1973 and assigned to one of the above listed specialties or any teacher transferred to one of the said specialties subsequent to March 15, 1973 shall not be paid the differential prescribed by this Section.

Section 13 (b). A Teaching Vice-Principal shall receive, in addition to the salary he/she receives as a result of the application of the Salary Schedules A, B, C and D, attached hereto, the sum of one thousand two hundred fifty dollars (\$1,250.00) each year.

Section 14. In order for a teacher who has not arrived at the maximum step of the salary schedules, Schedules A, B, C and D attached hereto, to advance one step to the next step in the appropriate salary schedule because of length of service, said teacher must, each year, during the term of this Agreement receive a recommenda-

tion other than "Professional Improvement" in the Teacher Evaluation Plan (T.E.P.) between the Board and the WTA dated June, 1989. Nothing in this Section shall preclude the right of the appropriate Administrator to evaluate a teacher, who has attained the said maximum step, in accordance with the philosophy of the said T.E.P. In addition, no teacher who has not arrived at the said maximum step and who has received a "Professional Improvement" recommendation on the T.E.P. will be deprived of a step advance unless, and until, the Superintendent of Schools concurs with the said "Professional Improvement" recommendation. The Superintendent must issue his/her decision (of concurrence or disagreement with the Administrator's recommendation of "Professional Improvement") within twenty-one (21) calendar days of the date of the said "Professional Improvement" recommendation. If the Superintendent concurs with the said recommendation (and no step advance is granted to the affected teacher for the next academic year), nothing herein shall deprive the affected teacher of asserting, and pursuing, his/her appeal - due process rights under the said T.E.P. If the final decision under the said T.E.P. appeal process reverses the "Professional Improvement" recommendation, then the monetary consequences of any "lost" step advance or advances will be repaid to the affected teacher. In the event that the State of Connecticut, by legislative action or by Connecticut State Department of Education regulations, adopts mandatory regulations during the term of this Agreement, which (regulations) are in conflict with this Section, then the parties shall meet, negotiate and agree; utilizing the mechanism of Article 27 (Consultative Procedure) to make any necessary adjustments in this Section.

Section 15 (a). Department Heads assigned to the High Schools shall receive two hundred and fifty dollars (\$250.00) for each full time teacher and fifty dollars (\$50.00) for each "fractional teacher" within their respective department, exclusive of themselves. The remuneration shall be spread over the selected payment option prescribed by Section 10 hereof. If a Department Head has three (3) teachers assigned to classes within the Department, including "fractional" teachers, the department shall be considered to exist and the status of a Department Head shall be maintained.

Section 15 (b). When an Assistant Department Head existed as of December 31, 1975, the Assistant Department Head shall be compensated at the rate of two hundred and fifty dollars (\$250.00) for each full time teacher and fifty dollars (\$50.00) for each "fractional teacher" within their respective department, exclusive of themselves. The remuneration shall be spread over the selected payment option prescribed by Section 10 hereof.

Section 15 (c). For the duration of this Agreement, no new Assistant Department Head, or replacement of Assistant Department Head, regardless of the number of teachers in a department, shall be assigned.

Section 15 (d). Department Heads shall be assigned four (4) teaching periods a day with two (2) periods a day, in addition to a preparation period, for department business free of all other assignments.

Section 15 (e). If a Department Head is absent for ten (10) consecutive school days, thereafter the Assistant Department Head will assume the de-

partmental responsibilities. The Assistant Department Head will be relieved of one (1) class and his/her duty period, and he/she will be paid as if he/she were the Department Head. If there is no Assistant Department Head, then a member of the department recommended by the principal and approved by the Superintendent shall assume the departmental responsibilities. The member of the department will be relieved of one (1) class and his/her duty period, and he/she will be paid as if he/she were the Department Head.

Section 16. If, among all the High Schools, there are five (5) or more Art Teachers and/or five (5) or more Vocal Music Teachers, then a Department Head in the respective subject area shall be assigned who shall serve as the Department Head for the teachers (in the said respective subject area) in all the High Schools. In all other respects, including remuneration and requirement of an Assistant Department Head, the provisions of Sections 15 (a), 15 (b), 15 (c), 15 (d), and 15 (e) hereof shall apply.

Section 17. Teachers appointed by the Board to the position of Coordinator and which position received remuneration as of September 1, 1981 in accordance with Article 4, Section 17 of the 1979-1982 written Agreement between the parties shall receive (in addition to salaries and stipends guaranteed by this Contract) two hundred and twenty-five dollars (\$225.00) for each teacher and forty five dollars (\$45.00) for each "fractional teacher" within their respective charge, exclusive of himself, but no less than four hundred fifty dollars (\$450.00). Coordinators assigned to the High Schools shall receive two hundred and fifty dollars (\$250.00) for each full time teacher and fifty dollars (\$50.00) for each "fractional teacher" within their respective department, exclusive of themselves. The remuneration shall be spread over the selected payment option described by Section 10 herein.

ARTICLE 5 - SCHOOL HOURS

The Board, in its sole discretion, may change the school day (that is, the reporting time for the teacher to the school grounds in the morning and the time in the afternoon when the teacher is free to leave the school grounds) and/or the teachers' work year. If the Board increases the school day or work day for the 1999-2000 school year by more than ten (10) minutes over the school day for the 1998-99 school year, the Board shall increase teachers' salaries on a prorated basis equivalent to the percentage of time the school day was increased. All of the additional ten (10) minutes added to the school day, or any portion thereof, may be additional instructional time at the sole discretion of the Board.

It is the intent of the parties that by the last year of the contract the K-5 work day will be seven (7) hours as it is in the high school and middle schools. It is also the intent of the parties that the amount of average weekly preparation time for all K-5 teachers will be equal to that at the middle and high schools by the last year of the contract. The parties acknowledge that upon implementation of the seven (7) hour day and equalization of K-5 preparation time the parties will amend Article 11, Sections 1, 2, 3 and 4 to be consistent with said implementation. The parties will meet as soon as possible to negotiate over how to achieve

these objectives so that the longer work day may be in effect by the last year of the contract. The salary schedules contained in this contract were negotiated based upon the additional time being added to the work day during the life of this contract. If the Board increases either the school year or work year above the levels referred to above, it shall increase teachers' salaries on a pro-rated basis equivalent to the percentage of time the school year or work year was increased.

If the Board after increasing the teachers salaries, reduces the school day, or year, or work day or year, the decrease shall cause pro-rata reduction in pay but, in no event may salaries be reduced below, for the corresponding year, the levels specified under Schedules A, B, C and D.

ARTICLE 6 - PROFESSIONAL DEVELOPMENT

Section 1 (a). When an employee's request for permission to attend a workshop, seminar or conference is approved in writing in advance by the Superintendent or when an employee is requested to attend a regional meeting, workshop, seminar, conference, or other professional educational activity, the total expenses of the employee shall be paid by the Board of Education, provided the Superintendent has placed a predetermined and express ceiling on the amount of such expense. If the employee uses his/her own automobile, the rate of reimbursement for travel shall be at the IRS rate per mile.

Section 1 (b). Paid expenses shall include only the expenses such employee(s) incurs for his/her own meals, lodging, transportation, and registration fees. The expense accounts (referred to in Article 6, Section 1 (c)) shall not be used to cover the expenditure of monies for substitutes in classrooms unless this qualification is specifically waived by the WTA. Expenditures from each of these funds shall be administered and allocated by the Superintendent.

Section 1 (c). For the purposes of attending regional meetings, workshops, seminars, conferences, or other professional activities, a teachers' annual expense account of one thousand five hundred dollars (\$1,500.00) shall be allotted to each high school and to each middle school.

One half of the funds allocated to each high school and each middle school shall be available by September 1 of each school year. The remaining half of the funds allocated to each high school and each middle school shall be available by February 1 of each school year. Monies unused in the first half of the school year (September 1 - January 31) shall be carried over to the second half of the school year (February 1 - the last day of the school year) without diminishing the allocation scheduled for the second half of the school year.

Section 1 (d). Should a situation arise not covered by the preceding items in this Section, a committee from the WTA, appointed by its President, will meet with the Superintendent of Schools to resolve said situation. The solution shall then be reduced to writing and made an addition to this section and will be used as a guide to decide the outcome of similar situations should they arise. If the committee from the WTA and the Superintendent cannot resolve the matter, the WTA will meet with the Finance Committee of the Board to resolve said situation.

Section 2 (a). For the purpose of attending regional meetings, workshops, seminars, conferences, or other educational activities, a teachers' expense account in the amounts hereinafter set forth for each K-5 school staff shall be allotted annually in the school budget. The amount of the said teachers' expense account for each K-5 school staff shall be:

15 or less	\$250.00
16 through 20	\$350.00
21 and up	\$400.00

Section 2 (b). Paid expenses shall include only the expenses such employee(s) incurs for his/her own meals, lodging, transportation, and registration fees. The expense accounts shall not be used to cover the expenditure of monies for substitutes in classrooms unless this qualification is specifically waived by the WTA. Expenditures from each of these funds shall be administered and allocated by the Superintendent.

Section 2 (c). Should a situation arise not covered by the preceding items in this Section, a committee from the WTA, appointed by its President, will meet with the Superintendent of Schools to resolve said situation. The solution shall then be reduced to writing and made an addition to this section and will be used as a guide to decide the outcome of similar situations should they arise. If the committee from the WTA and the Superintendent cannot resolve the matter, the WTA will meet with the Finance Committee of the Board to resolve said situation.

Section 3 (a). For the purpose of attending regional meetings, workshops, seminars, conferences, or other professional educational activities a teachers' expense account in the amounts hereinafter set forth for each of the following professional staffs shall be allocated annually in the school budget.

The staffs are: Child Study Unit, Reading Section, Guidance Section, Learning Disabilities Section, Special Education Section, Speech and Hearing Section, Art Section, Music Section, Tag Program and the Alternative School.

Number of professional staff in Unit, Section, Program, or school:

15 or less	\$250.00
16 through 20	\$350.00
21 and up	\$400.00

Section 3 (b). Paid expenses shall include only the expenses such employee(s) incurs for his/her own meals, lodging, transportation, and registration fees. The expense accounts shall not be used to cover the expenditure of monies for substitutes in classrooms unless this qualification is specifically waived by the WTA. Expenditures from each of these funds shall be administered and allocated by the Superintendent.

Section 3 (c). Should a situation arise not covered by the preceding items in this Section, a committee from the WTA, appointed by its President, will meet with the Superintendent of Schools to resolve said situation. The solution shall then be reduced to writing and made an addition to this Section and will be used as a guide to decide the outcome of similar situations should they arise. If the committee from the WTA and the

Superintendent cannot resolve the matter, the WTA will meet with the Finance Committee of the Board to resolve said situation.

Section 4. For the purpose of attending regional meetings, conferences and other professional educational activities, one hundred dollars (\$100.00) shall be allotted annually in the school budget for each of the following coordinator positions: Coordinator of Speech and Hearing, Coordinator of Non-Public Schools, and Coordinator of School Psychologists.

Section 5. The WTA shall submit to and discuss with the Superintendent and the Board for approval by the Board proposals for In-Service Education Programs for teachers, which shall be conducted during the course of the school year. A budget for each school year of ten thousand dollars (\$10,000.00) shall be allocated by the Board for the purpose of conducting these In-service Programs.

Section 6 (a). Effective July 1, 1999 teachers who elect to take, and who successfully complete, graduate (post-college) level courses with a grade of B or better, or its equivalent shall be reimbursed at the rate of two hundred fifty dollars (\$250.00) each per course except at a rate of three hundred dollars (\$300.00) each per course for courses in the areas of Speech and Hearing, Teachers of the Deaf, Industrial Arts, Special Education, Computer Science, Data Processing, Math, Science, Bi-Lingual (only in the areas where the City provides Bi-Lingual instruction), Allied Health, Culinary Arts and others which might be approved in advance by the Board, for the tuition cost of such course or courses up to a maximum of three (3) courses in any given school year provided that the teacher has attained, prior to taking the course(s), at least the BA+30 level as listed in Article 4, Section 1 (a) Salary Schedules and provided that the teacher has the prior approval of the Superintendent to take, and receive reimbursement for, a course or courses. A teacher may not use any course for which he or she has requested and received reimbursement to attain advancement to a higher salary column as described in Article 4, Section 1 (a).

Courses completed after July 1, in any given year, shall be counted as having been taken during the next school year. However, with regard to courses taken in the Spring semester (from January-May) or the Summer semester (May-June 30) teachers may apply for reimbursement the following school year but said course is credited to the prior school year for purposes of determining the number of courses. This shall not affect the course reimbursement for that current school year. The maximum a person may collect at a given time is nine hundred dollars (\$900.00). The reimbursement payment prescribed herein shall be paid not prior to the first week of July immediately subsequent to the date of the successful completion of the said graduate level course.

Section 6 (b). Submission of forms for reimbursement for course or courses taken shall be made on or before March 15. Proof of successful completion of course or courses taken must be sent to the Superintendent's Office.

ARTICLE 7

TEACHER ASSIGNMENTS AND TRANSFERS

A. Assignments and Transfers in General

Section 1. In order to assure that students are taught by teachers working within their area(s) of competence, teachers shall be assigned to subjects and/or departments and/or grades and/or classes within the scope of their certification and/or their major or minor fields of study, except when such an assignment is made in accordance with the regulations of the State Board of Education.

Section 2 (a). No later than two (2) weeks before the end of school, teachers shall be notified in writing of any changes in their program(s), schedule(s) or assignment(s) and also of any changes in the school(s) and/or department(s) to which they will be assigned, the grade(s) and/or subject(s) they will teach and any special or unusual class or assignment(s) that they will have for the next succeeding year.

Section 2 (b). In the event of the need for readjustment after the changes made in June, that have been necessitated by changes in circumstances or conditions, which shall include changes necessitated by an increase in enrollment, a decrease in enrollment, or successful completion of course or courses by students enrolled in Summer School Programs, death, retirement, discharge and leaves requested after the June adjustment, the Board may change a program(s) or schedule(s) or assignment(s) as required, only after appropriate written notice to the WTA and to the affected teacher(s). Appropriate notice shall mean that the affected teacher(s) shall receive, in writing, notification of any readjustment(s) by August 15, but no later than one (1) week prior to the opening of school.

Section 3. Any necessary changes in assignments excepting those specified in Section 3 (f) hereof shall be in accordance with the following step by step procedures:

Section 3 (a). Teachers returning from Sabbatical Leaves, Sick Leaves, or temporary Military Leaves shall be guaranteed their previous teaching and/or department positions if the position in fact still exists. If the position does not exist, then applicable rules of seniority shall govern.

Section 3 (b). After Section 3 (a) above has been completed, then transfers or reassignments shall be made within the particular K-5, the particular middle school, and the particular general or special service departments.

Section 3 (c). After Sections 3 (a) and 3 (b) above have been completed, then the available positions will be posted city wide in accordance with Article 8, Section 1 (b). All teachers including those displaced or involuntarily transferred and/or assigned by reduction in force, school closings, or for other reasons, shall be eligible to bid for such positions.

Section 3 (d). After Sections 3 (a), 3 (b), 3 (c) above have been completed, then teachers returning from all other leaves, (those not specified in Section 3 above) shall be guaranteed a position upon return, if in fact a position exists. If a position does not exist, then applicable rules of seniority will govern.

Section 3 (e). Vacancies or new positions which may occur after the June adjust-

ment (Article 7, Section A. 2 (a)), the August adjustment (Article 7, Section A. 2 (b)) or due to compliance with this Agreement's Article 17, Class Size, shall be adequately publicized by posting in each school and department and filled as provided, except that actual assumption of duties by a teacher who has been selected to fill the posted position may be deferred by action of the Board until the next succeeding opening of school, if in the view of the Board, immediate assumption of duties would cause undue disruption of the education program. If such deferral is elected by the Board, the teacher selected to fill the position shall be considered, for the purposes of seniority or transfer or reassignment, as belonging to the school, grade, or department he/she has been selected to fill. Such consideration shall be rendered upon the Board's selection of the teacher to fill a vacancy. After selecting deferral, the Board shall fill the vacancy with a person, who for all purposes, will be a member of the teachers' bargaining unit.

Section 3 (f). The WTA will be notified of all professional education department openings whenever they occur.

Section 3 (g). Only teachers who have attained tenure in the Waterbury Public Schools shall be entitled to voluntary transfers. The Superintendent, in his/her sole discretion, may grant a voluntary transfer to a teacher who has not attained tenure in Waterbury.

Section 3 (h). Only teachers who have attained tenure in the Waterbury Public Schools shall be entitled to voluntary transfers. The Board, upon recommendation of the Superintendent, in his/her sole discretion, may grant a voluntary transfer to a teacher who has not attained tenure in Waterbury.

B. "Involuntary" Transfers and Reassignments Due to School Closings, Class Elimination or Similar Reorganization

Section 1. When making involuntary transfers from one school to another or an involuntary reassignment from one K-5 or Middle School class (grade) to another, (whether or not this reassignment is within the same school or from one school to another) the involuntary reassignments shall be based on City-wide seniority. The Superintendent and the Board shall attempt to make the transfer and/or reassignment to a comparable position if available. If City-wide seniority is equal the teachers transferred shall be chosen in accordance with the procedure specified under C. Seniority - Section 0.

Section 2. When making involuntary transfers within a department of a High School or department (e.g., Special Services) such involuntary transfers and/or reassignments shall be based on City-wide departmental seniority. If City-wide departmental seniority is equal then City-wide seniority shall be used. If City-wide seniority is equal, then the teacher(s) transferred shall be chosen in accordance with the procedure specified under C.- Seniority - Section 0.

Section 3. Prior to the involuntary transfer or involuntary reassignment, the Superintendent or his/her designee shall meet with the affected teacher in the presence of the WTA and with the aid of a WTA representative of the teacher's choice, to discuss the reasons for the said involuntary transfer or reassignment which shall be given to the teacher in writing.

Section 4. If, after the discussion among the teacher, his/her WTA representative if any, the WTA, and the Superintendent (provided for in Section 3 above), the WTA objects to the said involuntary transfer or reassignment, it may process the matter through the grievance and arbitration procedure set forth in Article 23 of this Agreement (commencing at Level 2). If the matter goes to arbitration, the arbitrator may determine whether, in making the transfer in question, the Board violated the terms of this Agreement or acted arbitrarily or capriciously or treated the teacher involved unfairly or inequitably.

Section 5 (a). In the event that there is a need to establish an "unassigned pool" City-wide seniority and/or Departmental seniority as defined in Section 1 of Division C - Seniority hereof shall be used.

Section 5 (b). Teachers in the "unassigned pool" shall be those teachers with the least seniority as prescribed in the said Section 1 of Division C in the affected areas where reductions were made. Parties to this Agreement recognize that "bumping" may be part of the process in establishing an "unassigned pool."

Section 6. Teachers who are displaced (involuntarily transferred as a result of school closings, reduction in force, class elimination or similar reorganization) may return to their previous school and if possible, assignment, in the event a permanent opening occurs between the opening of school in September and the date that the Board of Education acts to fill any openings which may arise as a result of the adjustment called for in Article 17, i.e., the adjustment within twelve (12) days after the start of the school year or the extension of such which has been agreed upon by the Board and WTA. In the event a permanent vacancy occurs and is maintained after the date of the Board action referred to above, a displaced teacher (if he/she desires) will be assigned to his/her previous school, and if possible, assignment, effective the first day of the next school year. These transfers (back to the previous school and/or assignment) will be in accordance with City-wide seniority and/or City-wide Departmental seniority. Transfers or reassignments made under the provisions of this Section of Article 7 shall supersede voluntary transfers.

C. Seniority

Section 0. Seniority shall be defined as the length of continuous service within the bargaining unit as of the effective date of employment. If the effective date of employment is equal, then the date on which the teacher signed his/her Teaching Contract shall be used to determine the order of seniority. In the event that the date of employment and the date of contract signing are the same, the order of seniority shall be determined by lot. A WTA representative shall be present. Continuous service shall mean uninterrupted service within the bargaining unit. Teachers on leave of absence other than sick leave (paid or unpaid) and sabbatical leave shall not accrue seniority for the time on leave, but, authorized leaves of absences shall not interrupt accumulation of continuous service.

Section 1. Seniority computation shall be based on either:

Section 1 (a). City-wide seniority, which is hereby defined as the total num-

ber of years of continuous service within the Waterbury Department of Education in a position requiring State Certification.

Section 1 (b). City-wide Departmental seniority, which is defined as the total number of years of uninterrupted service within a particular high school department of the Waterbury Department of Education without regard to the particular high schools in Waterbury in which such service has been rendered.

Section 1 (c). Service department seniority which is hereby defined as the total number of years of uninterrupted service within a service department within the jurisdiction of the Waterbury Department of Education. Teachers in the General Services Areas, e.g., Basic Skills, T.A.G., Art, Music, Physical Education, Industrial Arts, Reading, Home Economics, shall, for seniority purposes, be considered individual departments.

Section 1 (d). An updated seniority list specifying the City-wide and/or City-wide high school departmental, and/or City-wide Service departmental seniority(ies) of each employee shall continue to be prepared semiannually (target date: October 14, March 1) by the Superintendent and forwarded to the WTA and the Board. Additional lists of new employees and their assignments shall be supplied to the WTA through the Board of Education minutes. If a question arises with respect to other types of seniority, the seniority of those employees involved in such question(s) shall be made available to the WTA.

Section 2 (a). As used in this Article, seniority shall mean the following: the applicable seniority (as defined in Section 1 hereof) shall be utilized by the Superintendent (in effecting or granting transfers or reassignments as per the provisions of this Article) subsequent to his/her consideration of the credentials, certificated experience, and competency of the affected teachers and the needs of a particular program or the instructional requirements and best interests of the school system.

Section 2 (b). Application - which seniority is to be considered in any particular transfer or reassignment shall be governed by the following principles:

(a) If the transfer or reassignment is from one position to another within a K-5 school or K-5 schools the following priorities shall prevail:

- (1) Teachers within that school based on City-wide seniority as set forth in Section C 1 (a) hereof.
- (2) All teachers based on City-wide seniority as set forth in Section C 1 (a) hereof.

(b) If the transfer or reassignment is from one position to another within a Middle School or Middle Schools the following priorities shall prevail:

- (1) Teachers within that school based on City-wide seniority as set forth in Section C 1 (a) hereof.
- (2) All teachers based on City-wide seniority as set forth in Section C 1 (a) hereof.

(c) If the transfer or reassignment is from one position to another within a department in a high school or high schools City-wide departmental seniority as set forth in Section C 1 (b) hereof shall be used.

(d) If the transfer or reassignment is within a service department, City-wide service departmental seniority shall be used.

(e) If the transfer or reassignment is within the special services department, City-wide special services departmental seniority shall be used.

Section 3. Should a situation arise not covered by the preceding items in this Article, a committee from the WTA, appointed by its President, will meet with the Superintendent of Schools to resolve said situation. The solution will be then reduced to writing and made an addition to this Article and will be used as a guide to decide the outcome of similar situations should they arise. If the committee from the WTA and the Superintendent cannot resolve the matter, the WTA will discuss the matter with the Board. If the matter is still not resolved, it will be resolved through the Grievance Procedure, Article 23, beginning at Level 3 of Section 2, and if necessary, Level 4.

Section 4. Split Position Seniority (between elementary and/or Middle and/or High Schools): The seniority which is to be used in any particular situation of a split position shall be governed by the following principles: The position the teacher is in during the greater percentage of time during the day shall determine seniority. (Example: Middle School position 40%; High School position 60% = City-wide high school departmental seniority).

ARTICLE 8 VACANCIES AND NEW POSITIONS

A. Non-Administrative and Non-Supervisory Positions

Section 1 (a). All vacancies for non-administrative and non-supervisory positions, including currently existing positions and/or newly created positions shall be adequately publicized by posting in every school and/or department as far in advance as possible, but no later than ten (10) school days immediately following the existence of a vacancy or the existence of a new position, unless such positions are eliminated. Such position shall remain posted for at least ten (10) school days, excluding vacations. The qualifications necessary for applying for the position as well as the remuneration to be paid shall be included in the posting. Such posting notices shall be initialed in each school and/or department by the WTA Building Representative so as to indicate the date of the posting. All vacancies to be filled by transfer of which the Board is notified prior to the end of the school year will be filled by July 15th. Successful applicants will be notified immediately after selection. All teachers contemplating retirement are encouraged to notify the Board no later than April 1. Once a vacant position is posted and filled, a teacher who rescinds his/her retirement may fill open positions in accordance with seniority.

Section 1 (b). The criteria for selection among applicants, certified for the position, shall be qualifications, experience and performance as demonstrated by the applicants work record. If these factors are equal then seniority in accordance with Article 7 Section C shall be applied. The initial selection shall be done by the principal, the TQE committee in the building along

with the Department Head or Grade leader. A list of three acceptable candidates will be forwarded to the central office. The Board, upon recommendation of the Superintendent or his designee, will select one applicant from that list. The purpose of this procedure is to fill vacancies with the best-qualified individual. The Board and the Superintendent shall make every effort to fill such non-administrative or non-supervisory positions within fifteen (15) calendar days following the said minimum posting, except that actual assumption of duties by a teacher who has been selected to fill the posted position may be deferred by action of the Board until the next succeeding opening of school, if in the view of the Board, immediate assumption of duties would cause undue disruption of the education program. If such deferral is elected by the Board, the teacher selected to fill the position shall be considered, for the purposes of seniority or transfer or reassignment, as belonging to the school, grade or department he or she has been selected to fill. Such consideration shall be rendered upon the Board's selection of the teacher to fill the vacancy. After selecting deferral, the Board shall fill the vacancy with a person who, for all purposes, will be a member of the teachers' bargaining unit. A grievance, with respect to the selection process, can not be filed until after the selection process is completed, however this does not preclude the WTA from discussing interim issues with the Superintendent.

B. Administrative and Supervisory Positions

Section 1. All openings for entry-level administrative or supervisory positions of the Board of Education (which positions, except for the teaching Vice-Principal positions, are non-bargaining unit positions) shall be adequately publicized by posting in every school as far in advance as possible and ordinarily at least ten (10) days in advance of the appointment, excluding vacations. The qualifications necessary for applying for the position as well as the remuneration to be paid, shall be included in the posting. Such posting notices shall be initialed in each school by the WTA Building Representative so as to indicate the date of posting.

Section 2. All qualified teachers shall be given adequate opportunity to make application for such positions. If, in the determination of the Superintendent, the qualifications of applicants are substantially equivalent, the preference shall be given to qualified teachers employed by the Board.

Section 3. The position shall be advertised within ten (10) school days immediately following the existence of the vacancy or the existence of a new position unless such position is eliminated and shall remain posted for at least ten (10) school days. The position shall be filled within fourteen (14) calendar days following the removal of the posting notice.

Section 4. This provision shall in no way limit the Board's power to eliminate any position.

Section 5. During the posting and appointment period referred to above, the Board may temporarily fill the position by a temporary appointment but such temporary appointment shall not last longer than thirty (30) days un-

less no qualified applicants are available. Any permanent appointment shall not be made on the basis of experience gained as a temporary appointee.

Section 6. Ordinarily no examination shall be scheduled during the months of July or August; the determination of the meaning of the term "ordinarily" shall be based upon the needs of the school system and the necessity of filling a vacant administrative position, (which became vacant during the months of May or June without the prior knowledge of the Board). If a vacancy does occur during the said months of May or June (and there is no eligibility list for the said vacant position) then the posting (for a July or August examination) shall state:

(a) The date within a day or two of the written portion of the examination, if any, and

(a-1) All examinations no matter when scheduled shall comply with the stipulations set forth in Section 6 hereof.

(b) The date within two (2) weeks of the oral portion of the examination, if any.

(c) The only requirement to be eligible to take an examination, regardless of the position, shall be that the applicant possesses a state certificate for said position from the State Board of Education.

Section 7. Every Civil Service Examination for a vacancy in a said currently existing or newly created administrative or supervisory position (referred to in Section 1 hereof) shall be open competitive, except for the position of Teaching Vice-Principal. The Teaching Vice-Principal position shall be filled by a promotional examination.

(a) Any one who takes an examination for an administrative position shall have the right to review the written and oral portions of said examination.

(b-1) Any employee who serves in an administrative position in an "acting" capacity, chosen from the civil service list, shall receive credit for such time served in the grading of his examination.

(b-2) The above Section 7 (b-1) shall not be effective until the Board and the WTA mutually agree, in writing, that the promotional impasse relative to certain administrative positions and civil service examinations and lists, is resolved. The Board and the WTA agree to meet to effect 7 (b-1) above as provided for in this Agreement's Article 27, Consultation Procedure.

(c) All vacant Board-approved positions shall be filled within thirty (30) days provided there is an eligibility list for such position.

Section 8. In the event that there are three (3) or more candidates on an eligibility list for a vacant administrative position (that is, the currently existing or newly created administrative or supervisory positions referred to in Section 1 hereof), then the Personnel Director shall certify to the Board the names of the three (3) highest ranking candidates on said list in alphabetical order and the Board may select and appoint any one (1) of the three (3) persons whose names appear on the said alphabetical list to the said vacant administrative

position. In the event another vacancy occurs during the life of that eligibility list the remaining two (2) names shall be certified to the Board by the Personnel Director and the Board may select and appoint one (1) of those two (2) names to said vacant position. In the further event that another vacancy should occur for that position during the life of the said eligibility list then the remaining name on the said alphabetical list shall be selected and appointed to the vacant position. In the event that there were originally more than three (3) candidates on the said eligibility list and the said alphabetical list is exhausted because all of the first three (3) eligible accepted, waived, or declined the appointment and another vacancy should occur for that position during the life of the said eligibility list, then the Personnel Director shall submit to the Board the next three (3) names (including the name(s) of any eligible(s) from the first said alphabetical list who have exercised his/her (their) rights (under the Civil Service Rules and Regulations) to refuse not more than three (3) offers of appointment) on the said eligibility list in alphabetical order and the provisions of this Section shall prevail.

If there are only two (2) names of candidates on the said original eligibility list then the provisions of this Section shall be applicable to the extent that these provisions can be utilized for two (2) names. If there is only one (1) name on the said eligibility list then the name of that person shall be certified to the Board by the Personnel Director.

No candidate or group of candidates from a "new" eligibility list shall be certified until the expiration of the immediately preceding eligibility list. The said "immediately preceding eligibility list" shall continue in force for at least two (2) years from the date of its establishment (assuming there are eligibles on the list for the entire two (2) year period).

ARTICLE 9

NON-TEACHING DUTIES

Section 1. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should be fully utilized to this end. Teachers' non-teaching duties will be equally distributed among all teachers. Accordingly, the provisions of the following Sections shall apply:

Section 1 (a) Middle School Corridor Duties - For the purposes of this section, a period will be considered two (2) modules, approximately twenty-three (23) minutes per mod, or forty-six minutes (46) per period. In each Middle School, each school day, there will be two (2) teachers assigned for corridor duty each period. However, under special circumstances as determined by the building principal and for only as long as those special circumstances exist, extra teacher(s) may be assigned to corridor duty and such assignment shall be part of the duty rotation. Any teacher teaching six (6) periods per day will be exempt from duty. The duty period will occur during what is considered to be an unassigned period. (See Article 18, Section 7). Assignment of corridor duties shall be rotational.

Section 1 (b). Middle School Cafeteria Duties - For the purposes of this section, a lunch period shall be considered to be equal to one (1) period, or that

term is defined in Section 1 (a) hereof. On a rotating basis, as hereinafter set forth, in each Middle School, during their unassigned period (See Article 18, Section 7), two (2) teachers, per lunch period, shall be assigned to cafeteria duty for each lunch period. However, under special circumstances as determined by the building principal and for only as long as those special circumstances exist, extra teacher(s) may be assigned to cafeteria duty per lunch period and such assignment shall be part of the duty rotation. Any teacher teaching six (6) periods per day shall be exempt from this cafeteria duty. To effect the equal sharing of cafeteria duty, a teacher's teaching schedule shall be changed three (3) times an academic year (at the beginning of each marking period) so that his/her unassigned periods (See Article 18, Section 7) shall occur during the time that lunch is being served in his/her Middle School.

Section 1. (c). All unassigned periods, in addition to the above mentioned duties, are to be used for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students.

Section 2. Teachers shall continue to be relieved of such health service duties which they do not perform as of the date of this Agreement. Teachers shall not be required to dispense medication unless the school nurse, nurse's aides, principal or vice-principal are not present in the building.

Section 3. Machine scoring of standardized and City-wide tests shall be continued.

Section 4. The use of data processing shall continue to be maintained for such operations as, but not limited to, keeping records, tallying pupils, scheduling in the High Schools, making out and maintaining report cards.

Section 5 (a). Bus Pupil Monitoring Aides - For the duration of this Agreement the Board shall continue the bus-pupil monitoring aide program for the protection of K-5, Middle School and High School children who ride buses and/or who arrive at the school building or grounds prior to the time that the teachers are required to be at school.

A stipend of one thousand two hundred dollars (\$1,200.00) shall be paid for this duty. The number of these aides for each K-5 school, Middle School and High School shall be based upon the recommendation of the Chief Administrator of each school and the Superintendent, subject to the approval of the Board. The aide may be required to report to the school no earlier than forty-five (45) minutes prior to the time that the pupils are required to be in attendance at school. The bus and pupil monitoring duties shall be assigned by the said Chief Administrator of each such school. These aides must not leave the school, at the end of the school day, until all the pupils are placed safely on the bus or buses.

No deduction shall be made from the bus duty stipend for teachers for absences from school equal to the number of yearly sick days granted a teacher annually (not those in sick bank), as provided for in the contract. When a teacher, working as a bus-pupil monitoring aide has absences in

excess of the annual provision, a pro-rata deduction from the stipend shall be made for each absence.

The following priority system for eligibility for this stipend and selection of the aides shall apply:

- (1) Those teachers who were paid as such aides as of June, 1979;
- (2) If such teachers do not apply or if the number of aides approved for any given school by the Superintendent is less than the number of teachers who were performing the said bus duty as of June, 1979, then the building seniority of the teacher-applicant shall apply. That is, the teacher with the greater building seniority shall be selected in this circumstance.
- (3) If there are no applicants in accordance with the provisions of the two previous sub-paragraphs, then non-bargaining unit persons, including parents or interested community people, may be selected.
- (4) Bus-duty stipends will be paid in June in a check separate from the regular payroll check.

Section 5 (b). If teachers are assigned to perform recess duty in the K-5 schools, an equalized rotation system will be employed. If teachers are assigned to recess duty the teacher student ratio shall be approximately one (1) to one hundred twenty five (125).

Section 5 (c). Each High School and Middle School library teacher shall continue to have a full-time aide.

Section 5 c. (1) Orders for library materials and subscription items shall be processed and shall be put out to bid by the City by the last day of school in June.

Section 5 (d). The aforementioned duties, prescribed in this Article 9, shall in no way be deemed not to require teachers, as part of their regular assignments, to perform such disciplinary and supervisory functions required of them, during the work day, irrespective of the location in the building or school yard of student activity requiring disciplinary-supervisory functions, so that teachers and administrators will maintain that degree of pupil conduct generally required in the system by the Board's discipline policy.

While the teacher's primary responsibility is to teach, he/she shall also discipline pupils of the school when so required.

Section 5 (d). (1) Due to the increased incidence of communicable diseases, (e.g. AIDS, TB, Hepatitis) the WTA and the Board recognize the dangers of spilled blood and body fluids which emanate from fighting and other incidents. Therefore, the parties acknowledge that teachers are cognizant of these dangers and must use reasonable caution prior to becoming involved in these situations.

Section 5 (e). Data processing forms shall be available to teachers by the final date of the marking period. These completed forms shall be submitted by the teacher no later than five (5) school days after the close of the marking period.

Section 5 (f). Teachers shall make two (2) comments per student per subject, per report card, per marking period. One (1) of those comments may be "no comment," if a second comment concerning the student in the opinion of the teacher, is inappropriate.

Section 6. Report cards shall be expeditiously processed by the City and returned to the teachers no later than two (2) weeks after submission to the City.

Section 7. K-5 teachers shall not be responsible for the duplication of instructional materials required by publications chosen by the Board. Such materials shall be duplicated by non-bargaining unit personnel who shall be available for such duplication work an average of two (2) hours a day, five (5) days a week.

ARTICLE 10 TEACHER FACILITIES

Section 1. All School buildings, including schools consisting of prefabricated construction, shall be designed to include all of the following facilities:

- (a) Space in the classroom in which teachers may store instructional materials and supplies;
- (b) An area in the school containing adequate equipment and supplies to aid the teacher in the preparation of instructional material;
- (c) An appropriately furnished faculty lounge. If there are sufficient facilities, such shall be separate from other lounges or facilities. Existing separate faculty lounges shall not be eliminated during the term of this Agreement;
- (d) Well lighted and clean teachers' restrooms;
- (e) A system whereby teachers can effectively and expeditiously communicate with the main office in the event of an emergency; and the main office will be able to communicate with teachers at all times.
- (f) Facilities with lock and key shall be provided for a teacher's personal possessions;
- (g) Whenever hot or cold lunches are served, an appropriate and separated dining area shall be provided for teachers;
- (h) A permanently assigned personal desk and chair for each teacher.
- (i) One telephone in each K-5 faculty lounge or similar facility per building with a different centrex extension than the main office will be provided for professional use only.

Section 2. Every effort shall be made by the administration of each building to provide an appropriate work space and location for each teacher of Special Services and General Services which will be conducive to the fulfillment of his/her instructional duties.

Section 3. General and Special Service teachers shall be assigned a personal desk, chair, and access to a cabinet with lock and key in each school to which they are assigned for the teacher's personal and professional possessions. These items shall be reasonably accessible in an area or room conducive to the nature of their work.

ARTICLE 11 PREPARATION PERIODS (K-5 SCHOOLS)

Section 1. Every effort will be made to arrange scheduling so K-5 teachers will be scheduled for three (3) preparation periods per week, but when

such scheduling is impossible, the schedule will be such that affected teachers will receive no less than twelve (12) in every four (4) week period. The time shall be considered a free period for said teacher but he/she must use the bulk of it engaged in some school connected activity, including but not limited to, class preparation. Weekly preparation time shall consist of at least ninety (90) minutes. If the Board exercises its rights to increase the work day under Article 5, all K-5 periods shall be increased accordingly.

Section 1 (a). Notwithstanding the foregoing, these requirements may be modified on a temporary experimental basis for all or part of the system if the Board and Association mutually agree.

Section 2. Subject to the provisions of Section 5 (b) of Article 9 hereof, each teacher in the K-5 schools shall have a free period equal to (and at the same time as) the children's outside recess period. At the start of the school year each K-5 Principal shall prepare a team-teacher roster (for those school days when there is indoor recess) to insure that each teacher so assigned obtained a free period equal to at least one-half of the said indoor recess period of the children.

Section 3. Special Education teachers who work on an itinerant basis shall have their schedules arranged to provide for an average of no less than three (3) unencumbered periods (minimum of thirty (30) minutes each per week), averaged over the academic year. This time shall be used to complete such duties as diagnostic evaluation, student testing teacher and/or parent consultation, Planning and Placement Team meetings and for other related activities.

Section 4. - Art, Music and Physical Education teachers shall be scheduled for an average of three (3) Preparation Periods every two (2) weeks but no less than one (1) Preparation Period (30 minutes per period) averaged over the academic year. This time shall be considered a free period for said teacher but he/she must use the bulk of it engaged in some school connected activity, to include, but not limited to, class preparation.

ARTICLE 12

GENERAL AND PROFESSIONAL STAFFING

Section 1. Each K-5 School and Special Education Learning Center shall be staffed with a full time secretary to perform school related secretarial services for the administrative and staff members. Arrangements for substitute secretaries (non-bargaining unit personnel) will be made through the central administrative offices. Middle Schools and High Schools shall have additional secretaries available as the needs of the school require when requested by the Chief Administrator of that school.

Section 2. Clerical assistance shall be available at the Department of Education's central office headquarters for departments such as, but not limited to, Reading Department, Industrial Arts, Audio-Visual, Learning Disabilities, Physical Education, Special Education, Home Economics, Child Study Unit and Vocational Education.

Section 3. The Board will provide a pool of substitute aides to be used when regularly assigned aides are absent. The number of substitutes in the

pool shall be determined by calculating the average number of days aides were absent during the 1998-99 school year (as a percent of the total school year) and multiplying that percent by the total (to the nearest whole number) will represent the number of substitute aides provided for the substitute aide pool in effect for the 1999-2000 school year.

This calculation will be repeated annually for the purpose of determining the number of substitute aides maintained in the pool for the subsequent year.

ARTICLE 13 LEAVES

A. Sick Leave

Section 1. A call in system shall be established by which teachers will leave a coded message on an answering machine when asking for a substitute. These lines shall be available each day after regular business hours in order to alleviate the problem of being able to get through to the substitute lines.

Section 1 (a). No later than October 1 of each year, every teacher employed by the Board shall continue to receive an individual statement containing the number of his unused, accumulated leave days (i.e., sick, personal, etc.).

Section 2. - Upon the retirement or the death of an employee of the professional staff hired before July 1, 1996, said employee or his/her estate shall be paid the equivalent of one-half ($\frac{1}{2}$) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to the employee's actual accumulation as of June 30, 1996, or one hundred eighty (180) days, whichever is greater. Such payments shall be based on $\frac{1}{180}$ of an employee's annual salary.

Upon the retirement or the death of an employee of the professional staff hired on or after July 1, 1996, said employee or his/her estate shall be paid the equivalent of one-half ($\frac{1}{2}$) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to the employee's actual accumulation as of retirement, or one hundred eighty (180) days, whichever is less. Such payments shall be based on $\frac{1}{180}$ of an employee's annual salary.

For the purposes of this Section, the phrase "retirement" shall mean the retirement of the employee pursuant to the City of Waterbury Retirement System and/or the State of Connecticut State Teachers' Retirement System and/or the Board of Education Early Retirement Program.

Section 3. Employees shall be entitled to sixteen (16) sick leave days commencing with the 1982-83 school year. There shall be no limit to the number of sick days accumulated except for purposes of payment of unused sick leave upon retirement, as set forth in Article 13, Section (A) (2) above.

Section 4. In the event of absence of a teacher for illness in excess of five (5)

consecutive working days, or if the Superintendent has reasonable cause to believe that there is an abuse of sick leave policy, he/she may require an examination by a physician, at Board expense, selected by the teacher from a list of physicians established by the Board. The list shall include three (3) or more area physicians in each specialty area, if such specialists are, in fact, within the area. If only one (1) specialist is within the area the teacher may select a physician on the list with a more general practice. No teacher may be required to be intimately examined by a physician of the opposite sex. In the case of suspected abuses of sick leave the Superintendent may conduct an investigation and issue appropriate discipline if warranted.

Section 5. Whenever a teacher has exhausted his/her sick leave, or wherever special or unusual conditions exist, he/she may request the Superintendent for an extension of sick leave, which may be granted by the Board which shall review all such applications. The Superintendent may require the teacher to be examined by a physician. If such examination is required the examination shall be at Board expense, by a physician selected by the teacher from a list of physicians established by the Board. The list shall include three (3) or more area physicians in each specialty area, if such specialists are, in fact, within the area. If only one (1) specialist is within the area the teacher may select a physician on the list with a more general practice. No teacher may be required to be intimately examined by a physician of the opposite sex. In determining whether such request should be granted, the Board will consider all factors, such as, but not limited to length of service and previous sick leave. In the event the request is denied, the teacher may process the denial through the grievance and arbitration process contained in Article 23 hereof, provided that if the matter goes to Arbitration, the arbitrator shall only determine whether, in denying the request the Board acted arbitrarily or capriciously or treated the teacher involved unfairly or inequitably.

Section 6. Any member of the City of Waterbury teaching or administrative staff shall be permitted to contribute days from his/her sick leave accumulation to teachers who suffer prolonged illness and whose sick leave accumulation has been exhausted. The WTA shall notify the staff when an individual teacher has exhausted his/her sick days. A "sign-up" sheet shall be provided in the Superintendent's office for the purpose of donating day(s) to the affected teacher. Individual teachers or administrators may donate up to twenty (20) days per academic year. Additional days may be donated with Board approval. Donated days which are not used by the affected teacher shall be returned to the donor. (Example: If twenty-five (25) days have been signed on the "sign-up" sheet for donation to the affected teacher, and the affected teacher only used days one (1) through twenty (20), then days twenty-one (21) through twenty-five (25) shall be returned to those whose signatures are on the "sign-up" sheet for unused days).

Section 7. When a teacher has been absent due to a prolonged and serious illness and is able to return to his or her position but not on a full time basis, as certified in writing by the teacher's attending physician, he/she may return to

a limited schedule. The teacher shall request this return option in writing, of the Superintendent, whose decision on the return to work on this limited basis shall be final and not subject to the provision of this Agreement's Grievance Procedure. The teacher shall arrange the necessary flexible schedule with the substitute until the teacher can return to his/her duties on a full time basis. On days when the teacher works, full or part time, his/her sick leave accumulation shall not be diminished. If the Superintendent has reasonable cause to believe there has been an abuse of this provision he/she may require an examination, at the Board's expense, by a physician selected by the teacher from a list of physicians established by the Board which shall include three (3) or more area physicians in each specialty area, if such specialists are, in fact, within the area. If only one (1) specialist is within the area the teacher may select a physician on the list with a more general practice. No teacher may be required to be intimately examined by a physician of the opposite sex.

B. Sabbatical Leave

Desiring to reward professional performance and encourage independent research and achievement, the Board of Education shall foster a policy which encourages and permits teachers to plan and take sabbatical leaves. Upon recommendation by the Superintendent, and approval of the Board, a sabbatical leave shall be granted for approved scholarly programs, whether or not carried on in an academic institution, when the following conditions are met.

Section 1. No more than one percent (1%) of the teaching staff shall be absent on sabbatical leave at any one time.

Section 2. The teacher's written application for sabbatical leave is received by the Superintendent, no later than March 31 of the year preceding the school year for which the sabbatical leave is requested. Such application must include a statement of the nature of the course of study to be pursued and the benefits to be derived from such course of study by the Waterbury System. In emergency situations the March 31 filing date may be waived by the Superintendent. A teacher receiving such leave shall retain all privileges and benefits that he would have received had he not been on such leave.

Section 3. The teacher has completed at least seven (7) consecutive full school years of service in the Waterbury School System and at least seven (7) consecutive full years of service in the Waterbury School System since his last sabbatical leave. Such time limits may be waived by the Board in exceptional situations.

Section 4. An advisory committee comprised of three (3) professors, drawn from local area colleges shall review the written applications submitted for sabbatical leave consideration. The WTA shall choose one (1) member of this advisory committee, the Board another, and the two (2) chosen by the Board and WTA shall select the third (3rd) member of the advisory committee. The committee shall, no later than May 1 of the year preceding the intended sabbatical leave, forward to the Superintendent, Board and WTA all leave requests and shall note which are outstanding and are of significant benefit to the Waterbury school system. The Superintendent will

make his/her recommendations, if any, to the Board, not later than June 1 of the year the leave was requested. The advisory committee's expenses, if any, shall be equally divided between the WTA and Board.

Section 5. A teacher on sabbatical leave shall be paid at the rate of seventy-five percent (75%) of his/her annual salary rate, provided that his/her total pay (that received from the City of Waterbury and that received as the result of any program grant) shall not exceed the teacher's full annual salary rate.

Section 6. Any teacher granted such sabbatical leave shall agree, by formal written agreement, incorporating the provisions of this Sub-Part B of this Article, to return to his/her employment in Waterbury for two (2) full school years subsequent to the conclusion of such sabbatical leave. The teacher shall have the WTA review the said written agreement. In the event such teacher does not return to the Waterbury school system, such teacher shall be liable to the City of Waterbury in the amount of all the money received from the City of Waterbury (per the provisions of Section 5 hereof) as liquidated damages for his/her failure to abide by the aforesaid formal written agreement. Upon the teacher's return to the Waterbury school system from sabbatical leave, he/she shall receive the same salary, as per the terms of this Agreement, as though he/she had not been on such sabbatical leave. In the event that the failure of the teacher to complete two (2) full school years of service upon return from sabbatical leave, is due to the teacher's permanent total disability or his/her death, then he/she or his/her estate shall not be liable for the prorated liquidated damages hereinafter prescribed. If upon the teacher's return to the Waterbury school system, he/she does not complete two (2) full school years, then he/she shall be liable for damages in accordance with the following formula:

368 less (Number of school
days completed upon return)
368

Multiplied by: The amount
of money received from the
City of Waterbury while on
Sabbatical Leave.

Section 7. Payments to teachers on sabbatical leave shall be made in accordance with the method of payment prescribed by Article 4 hereof. The mailing of the paychecks to the teacher on sabbatical leave shall be in self-addressed, postage prepaid, envelopes provided by the teacher.

C. Military Leave

Section 1. General Teachers leaving the System for the purpose of serving in the Armed Forces of the United States shall be entitled to all the rights and privileges afforded to them pursuant to the National Manpower Training Act of 1947, as amended, and 1969 Public Act 788 of the General Statutes of Connecticut.

Section 2 (a). Temporary Military Leave Temporary military leaves shall be granted to employees covered by this Agreement in order to serve a period of active duty with Reserves or National Guard. In no event shall this military leave exceed a total of thirty (30) days annually.

Section 2 (b). If such thirty (30) day leave of absence is served during the

period when school is in session, such employee shall receive his/her total regular salary from the Board, less the remuneration received by such person from the Government for such active Reserve or Guard duty.

Section 2 (c). Proof from the branch of the service must be submitted to the Superintendent specifying that such service cannot be rendered at any other time. A statement of Military Orders shall be submitted by the employee to the Superintendent as soon as such are available.

Section 2 (d). Such leave shall be in addition to personal days or any other leave periods as prescribed herein.

D. Personal Leave

Section 1. Each teacher who was employed by the Board prior to February 1 of the pertinent school year shall be entitled to three (3) personal days, as a day off with pay, within the school year; which leave is unused within a given school year may be accumulated to a maximum of five (5) days.

Two (2) of the three (3) personal days may only be used for pressing personal business which requires the presence of the teacher and which may not be conducted with reasonable convenience outside the school day or year. Each application for a personal day, other than a "no reason" personal day, will be accompanied by a written statement in sufficient detail to demonstrate compliance with the above. The Superintendent may require additional explanation, provided all information shall be kept confidential. These rules shall not apply to accumulated days.

Written application for such leave shall be made to the Superintendent, on a form supplied by the Superintendent, as far in advance as practicable and at least seventy-two (72) hours in advance, except in cases of emergencies. In the emergency situation, the teacher, when notifying the Superintendent's office that he/she will not be reporting on the date in question, shall state that the reason for not reporting is "personal day emergency" and shall thereafter file a written application for such leave within two (2) school days subsequent to the day that he/she returns to work.

Section 2. No personal days shall be used for the purpose of extending vacation periods (e.g., Christmas recess or Spring recess or the extension or prolongation of the period between the end of a given school year and the commencement of a new school year) or for the purpose of extending "long week-ends" (Thanksgiving or Memorial Day Weekends). However, if a teacher applies for a "no reason" personal day(s) which immediately precede or immediately succeed such vacation period or "long week ends" the Superintendent will honor same - if he/she determines that the purpose of the requested "personal day" is not to extend said vacation period or said "long week end". The Superintendent has the prerogative to request that the teacher state the reason in writing; either if the application is made prior to the said date for personal leave or if the application is made subsequent to the date of the "emergency" day(s) of personal leave. Such statement in writing by the teacher shall be self-explanatory except that such statement shall not require that the teacher's right of privacy be violated. If such written statement is not

considered satisfactory by the Superintendent, or if the Superintendent denies such request for personal day(s), then, if the teacher so requests, the Superintendent shall cause a hearing to be held with the teacher and a WTA representative (if the teacher so desires) to determine if the application for such personal day(s) (that is, prior to or subsequent to such vacation periods or "long week ends") was valid and in keeping with the philosophy of this Section. It is incumbent upon the teacher to orally provide sufficient evidence on which the Superintendent can rely. All information shall be kept confidential. If in the opinion of the Superintendent said day(s) claimed as "personal" is considered to be an extension of said vacation period or long week-end, he/she may withhold the pay of such teacher for such day(s).

The application of this Section shall be uniformly applied.

E. Funeral Leave

Section 1. In each instance encountered, each teacher shall be granted a leave of absence with pay, for four (4) school days, to be called funeral leave, in the event of a death in his/her immediate family. For the purpose of this paragraph the phrase "immediate family" shall be defined as meaning father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, foster-child, foster-parent, step-child, step-parent, or any relative domiciled in the teacher's household at the time of said relative's death.

Notification, as soon as possible, shall be given to the appropriate supervising personnel in the event leave is to be taken in accordance with this provision. If the time of death of a member of the "immediate family" as defined in the first paragraph of this Sub-Part E shall occur during school hours and the teacher leaves school upon the receipt of the news of the death, then this school day shall not be counted in the computation of the four (4) school days of funeral leave with pay.

If, because of an emergency, more than four (4) working days elapse between the day of death and day of funeral, additional time may be granted without loss of pay.

One (1) day's leave with pay will be granted an employee to attend the funeral, in each instance, in the event of death of an aunt, uncle, niece or nephew of the employee.

F. Legal Leave

An employee shall be given leave without loss of pay when performing jury duty, or when subpoenaed by a legally enforceable subpoena, to appear before a court, public body, or before a commission in connection with City business. In the case of jury duty, the amount of the statutory juror's fee received by the employee shall be deducted from the pay due from the Board.

G. Professional Leave

A regular full time teacher shall be given educational leave with full pay for the purpose of attending short term special courses directly related to his work. Requests for such leave must be approved in advance by the

Superintendent and by the Board and may not, in any event, exceed a total of twenty (20) school days in any one calendar year.

If the Superintendent rejects an employee's professional leave request, the employee, at his option, may appeal the denial to the Board or a Committee of the Board (as determined by the Board).

H. Religious Leave

A total of no more than three (3) days leave with pay shall be granted in any one school year for the purposes of commemorating and observing high holy days (e.g., Jewish, Moslem, Greek Orthodox faiths) with no loss of substitute's pay. Leave in excess of three (3) days shall be granted with the loss of substitute pay only if a substitute is provided.

I. Voluntary Absence

- (1) For an absence due to the illness of father or mother, brother or sister, husband, wife or child, the teacher shall receive the difference between the substitute's pay and his/her own, provided that such absences do not exceed five (5) days in any school year. For the purpose of this Section, substitute's pay shall be considered, for deduction purposes, to be fifty dollars (\$50.00) per day no matter what sum is actually paid.
- (2) An employee who has been granted a leave of absence without pay for a period up to one (1) year (which leave of absence is granted because of personal illness and the employee has exhausted his/her sick leave entitlement prescribed by sub-part A hereof) may at the expiration of that time request the Board for an extension of not more than one (1) additional year.

J. Childrearing Leave

Section 1 (a). Disabilities caused, or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job related purposes. Leave requested because of temporary disabilities as described in this Section shall be considered sick leave (as per sub-part A hereof) if requested by the teacher. In the event of the occurrence of a disability described in this Section, a teacher shall not be required to utilize the sick leave entitlement (prescribed by sub-part A hereof) but may obtain a leave without pay, during the entire, or partial, period of such disability. In the event that there are not sufficient sick days available to the teacher, sick leave without pay shall be granted to the teacher upon request.

Section 1 (b). If the teacher elects the sub-part A sick leave benefits, she may obtain these benefits to the extent of her sick leave entitlement for a period of up to six (6) weeks after normal delivery of the child and up to eight (8) weeks after Cesarean Section. This time period for the receipt of paid sick leave may be extended, upon request of the teacher, if the teacher submits to the Superintendent's office a doctor's certificate indicating that teacher remains temporarily disabled. Either before, or at the time of, the expiration of the said six-eight (6-8) week time period, the said teacher may apply for extended leave without pay as per the provisions of Section 2 hereof.

Section 2. In addition to, and independent of, the disability leave benefits prescribed by Section 1 hereof, any teacher shall be entitled, upon written request

to, and approval of, the Superintendent, to an extended leave without pay in the event of pregnancy or for the purposes of child-rearing. The leave without pay prescribed by this Section shall be hereinafter referred to, in this Section, as childrearing leave without pay. Such childrearing leave without pay, shall be for a period of time not to exceed one (1) year from the date of the granting of the said childrearing leave. However, upon written request of the teacher, and approval of, the Superintendent, the leave shall be extended so that the leave shall terminate on September 1 in any given school year. Approval by the Superintendent, of this childrearing leave extension, shall not be unreasonably or inequitably withheld. All benefits to which the teacher is entitled at the time of such absence, including unused sick leave, city pension rights, seniority, tenure, etc., shall be restored upon the teacher's return and he shall be assigned to the position held at the time the said leave began, if possible, or to a substantially equivalent position. Every effort shall be made by the teacher to request leave at least thirty (30) days before the effective date. In cases of emergency, the time limits shall be waived. No advancement on the Article 4 Salary Schedules shall be granted for any childrearing leave without pay which extends for more than ninety (90) days of the school year but advancement shall be given for any such leave which extends for less than ninety (90) days of the school year. However, the provisions of Article 4, Section 8 shall be applicable. All insurance and other employee benefits shall continue in force for any employee on childrearing leave without pay.

However, if the teacher fails to return to employment for the six (6) months immediately following the expiration of the leave, the teacher shall reimburse the Board, within ninety (90) days, the cost of insurance benefits that the Board provided while the teacher was on childrearing leave without pay, unless serious illness or death prevents or interrupts the teacher's six (6) month return.

Retirement benefits shall be available as permitted by the City and State Teachers' Retirement Boards.

K. Special Leave

Any teacher may upon written request to the Superintendent, and with the approval of the Superintendent and the Board, be granted an unpaid leave of absence for the following reasons: prolonged illness; needed rest (accompanied by a doctor's certificate); necessities of home; professional improvement when the teacher is not eligible for sabbatical leave; employment as a teacher at a United States military installation abroad; or any other activity which would in the opinion of the Superintendent, redound to the future benefit of the Waterbury School System.

All benefits to which the teacher is entitled at the time of such absence including unused accumulated sick leave, City pension rights, and so on, shall be restored upon his/her return to the status as of the date of the commencement of such absence. He/She will be assigned to the position he/she held at the time said leave began, if possible, or to a substantially equivalent position. All insurance and other employee benefits shall continue in force for any employee on special leave without pay. However, if the teacher fails to return to employment for the six (6) months immediately following expira-

tion of the leave, the teacher shall reimburse the Board, within ninety (90) days, the cost of insurance benefits that the Board provided while the teacher was on special leave without pay, unless serious illness or death prevents or interrupts the teacher's six (6) month return. Request for such leave must be received no later than April 30 of the year preceding the school year for which the leave is requested. In case of emergency the above date (April 30) may be waived with the permission of the Superintendent and the Board.

ARTICLE 14

TEACHER PROTECTION

Section 1. Teachers shall immediately report to their principal, and shall confirm in writing as soon as practicable, all cases of threats, bodily injury and/or personal property damages suffered by them in connection with their employment. In the event a teacher incurs a bodily injury and/or personal property damage attributed to bodily assault by a student, said teacher shall be compensated for property damage if such damage is not covered in full by the teacher's insurance. If partially covered by the teacher's insurance the Board shall pay the portion, including deductible, that insurance does not cover.

Section 2. Such report shall be forwarded by the principal to the Superintendent of Schools, who shall then forward it to the Board of Education.

Section 3. The Board of Education shall comply with any reasonable request from the teacher for information in its possession which relates to the incident or persons involved subject to applicable laws of confidentiality.

Section 4 (a). If criminal proceedings are brought against a teacher, alleging that he/she committed an assault in connection with his/her employment, the Board shall, upon the request of such teacher, retain legal counsel acceptable to both parties, to defend him/her in such criminal proceedings. If the teacher is found guilty of criminal assault the teacher will be liable for reimbursing the Board of Education for all legal costs associated with the teacher's defense.

Section 4 (b). If civil proceedings are instituted against a teacher, or against the teacher and the Board, alleging as against the teacher, an act of alleged negligence or other act, including an assault, resulting in accidental bodily injury to, or death of, any person, or resulting in accidental damage to or destruction of property, within or without the school building, and/or alleged that at the time of such acts resulting in such injury, damage or destruction, the teacher was acting in the discharge of his/her duties or within the scope of his/her employment by or under the direction of the Board, then the Board shall upon request of such teacher, retain legal counsel acceptable to both parties to defend the teacher in such civil proceedings provided the office of the Corporation Counsel of the City of Waterbury has not entered an appearance for such teacher in such civil proceedings.

Section 5. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault, arising out of, and in the course

ety (90)
teacher
vents or
n be
for
pril 30)
ard.

all con-
and/or
mploy-
roperty
e com-
by the
Board
er.
to the
ard of

ble re-
to the
ity.
b B
n, ne
ible to
her is
ng the
e.
gainst
leged
odily
to or
or al-
r de-
es or
f the
legal
pro-
ty of
civil

onal
u

of, his/her employment, compensable under the Workers' Compensation Law, he/she shall be paid, in addition to his/her compensation payment, an amount which, joined with the compensation payment, will equal his/her full salary for a period of such absence, and no part of such absence shall be charged to his/her annual or accumulative sick leave.

Section 6. If a teacher is absent because of illness due to a communicable disease (e.g., mumps, measles, chicken pox, conjunctivitis, lice, impetigo, Fifth Disease or mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her annual or accumulative sick leave.

Section 7. Any sanctioned activity outside the classroom shall be considered to be within the provisions of Section 10-235 of the Connecticut General Statutes, Revision of 1958, as amended. This Section in no way shall be construed to limit the applicability of the provisions of said Section 10-235 of the Connecticut General Statutes.

Section 8. Teachers may exercise reasonable means to assure control of their classes. Teachers shall be consulted prior to action taken in disciplinary procedures involving students.

Section 9. In order to maintain an atmosphere that is conducive to the highest level of the educational process, normal administrative use of the in school intercom must be limited to the following times:

- (1) High School - up to ten (10) minutes following the opening of school and fifty (50) minutes prior to the close of school each day.
- (2) K-5 and Middle Schools - up to ten (10) minutes following the opening of school and ten (10) minutes prior to the close of school each day.

ARTICLE 15 LONGEVITY

It is understood that longevity payments are included in the salary schedules and will no longer be paid.

ARTICLE 16 SCHOOL SOCIAL WORKERS

Section 1. There shall be at least one (1) certified School Social Worker per High School, Middle School/feeder school district(s). Said Social Workers, at the direction of the Superintendent and the Board, shall provide services at schools or learning centers not a part of any High School, Middle School/feeder school district, including but not limited to Wilson, Duggan and the Alternative School.

ARTICLE 17 CLASS SIZE

The following rules concerning class size shall be effective for the duration of this contract where feasible.

Section 1 (a). - Kindergarten - The maximum class size for a kindergarten class shall be twenty (20) students.

Section 1 (b). - Class size number in Bi-Lingual Classes shall be the same as the class size established for any grade or school level per the applicable

provisions of this Article 17, except that in K-5 Bi-Lingual Classes established as either "Primary" or "Intermediate", the maximum class size shall be seventeen plus three (17 +3). The goal is seventeen (17). The plus three (+3) is to allow for the mobility of the students. If this goal plus three (+3) is exceeded, the actual class sizes shall be reduced in order to comply with provisions of this section.

Section 2 (a). - For the purpose of conducting classes, class sizes shall be as set forth below:

Grade	Goal	Maximum Per Classroom
1	20	24
2 & 3	20	25
4	25	28
5	25	28
6-7-8	25	29

"Goal" shall mean the most desirable level; the target which the parties will strive to reach.

"Maximum Per Classroom" is defined as the highest class size level that any classroom can reach. Classes that exceed the Maximum Per Classroom shall be adjusted by twelve days after the start of that school year. During the remainder of the year classes shall be adjusted following written notice to the Superintendent that the class size has been exceeded for ten (10) or more consecutive school days. After December 1, no new classrooms need be opened unless the maximum per classroom is exceeded by more than two (2) students. However, teachers whose classes exceed the maximum will be paid a stipend of fifteen dollars (\$15) per student per day.

Section 2 (b). The Section 2 figures shall be subject to the Grievance Procedure prescribed in Article 23 hereof when the maximum per classroom figure, or the average City-Wide figure, is exceeded.

Section 2 (c). Unified Arts teachers, whose class sizes are determined by stations, shall not be assigned more students than stations designated for that specific subject area or area of instruction within that subject area. For example, whenever a Home Economics class is receiving instruction in cooking, the number of stations shall be determined by the number of available cooking stations.

Section 3. High School Classes - General - The class sizes in the general subject areas may be twenty five plus three (25 + 3). The goal is twenty five (25). The plus three (+3) is to allow for the mobility of the students. In any case, independent of the mobility factor, the total student load shall not exceed one hundred thirty two (132) students per the provisions of Article 18, Section 6 (a) hereof.

Section 3 (a). Mobility is defined as meaning the plus number of transfer-ees after the opening of school. Realizing that the opening days of school present numerous shifts in the student population for any particular school, a class size could be increased to a maximum of twenty eight (28). Classes that exceed this maximum shall be adjusted within twelve (12) days after

the start of the school year. During the remainder of the year classes shall be adjusted following written notice to the Superintendent that the class size twenty eight (28) has been exceeded. The Board and the Superintendent will make the necessary adjustments to bring the class size into line with the numbers set forth in Section 3 hereof.

Section 4 (a). Classes taught by the following General Service Area teachers: Art, Music, (with the exception of instrumental music) Theater Arts, Librarian and Physical Education shall conform to the class sizes by grade level as set forth in Sections 2 and 3 of this Article. (It is recognized that as teachers in each of the aforesaid subject areas teach several different classes per day, each of which classes shall conform to the class size established by the aforesaid Sections 2 and 3.)

Section 4 (b). Class size for Home Economics, Industrial Arts, and Instrumental Music will be in accordance with guidelines established by the State Department of Education and/or the number of stations available (see Section 2 (c) and Section 5 of this Article).

Section 4 (c). The teacher-to-student ratio of the High School Guidance Teachers shall be maintained at the ratio in existence as of 10-1-89.

Section 4 (d). Typing and business/office machines classes will be scheduled for two (2) less students than the number of available machines in each classroom and shall not, in any case, exceed the High School class sizes and/or teacher/student loads. The reduction of students in these particular classes is to allow for the breakdown of machinery thereby creating an excess to cover breakdown periods.

Section 4 (e). No High School teacher shall be assigned, without his/her consent, more than three (3) of the following classes in one (1) academic year:

- (1) Any remedial/fundamental/HS class;
- (2) Any class numbered as a (3) group, if appropriate;
- (3) Any general or shop math class.

Section 4 (f). Class size in the Talented and Gifted program shall not exceed a maximum teacher load of fifty (50) students per week.

Section 4 (g). The current ratio of students to teacher in classroom Special Education appears to be workable. These class sizes will be reviewed on an annual basis to determine whether these general ratios have been maintained and/or the educational needs of the children are adequately met.

Section 5. Stations - In classes set by stations, the number of students per class shall not exceed the number of stations. Exceptions to the above may be done only with the approval of the involved teacher and prior notification to the WTA and the Board. If after a reasonable time, the teacher wishes to withdraw the approval, the principal will then reassign the extra students.

Section 6. In the assignment of numbers of students to classes, fair and equitable treatment shall be afforded all staff members where feasible.

Section 7. The class size data shall be made available to the Association upon request.

Section . No K-5 Resource Teacher shall be assigned a total case load in excess of twenty-seven (27) students. No Speech Language Pathologist shall be assigned a total case load in excess of forty-seven (47) students.

Section 8 (a). In the event a special education and/or bilingual student enrolled in a self-contained class is mainstreamed for a subject (e.g., Reading, Language Arts, Music, etc.), he/she will be counted in determining the maximum class size number for that regular class, in the following manner:

- (1) The first student entering the regular class for any part of the school day shall not be counted towards the class size maximum of that regular class.
- (2) The second, third, fourth, etc., student entering the regular class for any part of the school day shall be counted on a one-for-one basis for the above size maximum of that regular class.

Section 8 (b). Self-contained Special Education Classes shall, to the extent possible, equally share teacher aide time. In instances where the needs of the student or students are so severe as to necessitate an extraordinary amount of aide time in order to deal with the student, the teacher may request of his/her supervisor that teacher aide time be redistributed in order to provide for the student's special needs. Such assignment of aide time shall be determined by the supervisor. Teacher aide time in the remaining classes within the category and sub-category shall be then distributed as equally as possible.

Section 8 (c). Resource Room Programs in the Middle Schools shall have two (2) aides per school and Resource Room Programs in the High Schools shall have one (1) aide per school.

Section 9. No High School teacher shall be responsible for more than forty (40) pupils at any one time in a self-contained study hall and for no more than sixty (60) pupils at any one time in study halls that are not self-contained, during recess duty, etc.

Section 10. The foregoing standards enumerated in this Article are subject to modification for educational purposes such as the promotion (e.g., the advancement) of specialized or experimental instruction (e.g., musical, team-teaching, typing, physical education) or such as the avoidance of split-grade classes or half classes. When physical facilities (including available relocatable classrooms) permit, the goal will be to reduce further the indicated class size.

Section 11. In the event Special Education class or Bilingual Program students are mainstreamed into general service areas including, but not limited, to Art, Music, and Physical Education, the aide assigned to the Special Education class or Bilingual Program shall be utilized where most needed in accordance with the special needs of the student. Such assignment of the Special Education or Bilingual Program aide shall be determined by the Principal.

ARTICLE 18

NUMBER OF CLASSES - HIGH SCHOOL - MIDDLE SCHOOL

Section 1. No High School teacher shall be assigned more than five (5) teaching periods per day except that an Industrial Arts teacher may be assigned six (6) teaching periods a day in order to minimize combination classes, if the said Industrial Arts Teacher requests, in writing, a sixth (6th)

teaching period. It is agreed that if such request of an Industrial Arts teacher is granted, then the said Industrial Arts teacher shall have no other assignment(s) and that such teacher's rights per Section 2 and 3 of this Article shall be guaranteed. If there are more requests from Industrial Arts teachers for the said sixth (6th) period assignment than the number of available such assignments, then consideration shall be given to the granting of such requests in accordance with the Departmental seniority of the requested teacher(s).

Section 2. All High School teachers and Middle School teachers shall have a duty free lunch period each day at least equal in length to the lunch period of the pupils.

Section 3. In addition to the aforementioned duty free lunch period, each High School teacher shall have at one (1) preparation period, each day. During this preparation period, no duty may be assigned, but the bulk of the period must be used for some school connected activity including, but not limited to, class preparation.

Section 4. Academic area High School teachers shall not be required to undertake more than three (3) teaching preparations during any one (1) year. For the purpose of this Section, two (2) one (1) semester courses in the same subject area shall be the equivalent of "one (1) teaching preparation" during the year. It is agreed that a one (1) semester course consists of one-half (1/2) school year duration.

Section 5. Exceptions to the Section 4 principles may be made with the approval of the Board, the Superintendent, the WTA, and the teacher(s) involved. Such exceptions shall be agreed to in writing by all of the said parties.

Section 6 (a). No High School teacher shall at any given time be assigned the class responsibility regardless of the size of his/her classes, for more than one hundred thirty two (132) pupils.

Section 6 (a). (1) The class size in general English Classes (English 9, 10, 11, 12) shall be twenty five (25) students per class. No High School teacher of English shall be assigned a total load in excess of one hundred thirteen (113) students regardless of the size of his/her classes.

Section 6 (b). The class size in classes specifically designated by the Board as Honors Classes in the areas of English, Mathematics, Social Studies, or Science shall be limited to twenty two plus three (22 + 3) students per class.

Section 6 (c). The class size in classes such as, but not limited to, Creative Writing, Journalism, and classes specifically designated by the Board as Fundamentals or Remedials in the areas of Reading, English, Mathematics, Social Studies, or Science shall be limited to seventeen plus one (17 + 1) students per class. The placement into Remedial or Fundamental classes shall be per the present Board guidelines.

Section 7 (a). Number of Classes—Middle School Each Middle School teacher shall be granted each school day a duty free lunch period which is at least equal in length to the lunch period of the pupils and each Middle School

teacher shall be granted each day a preparation period which is a period of time comparable in length to a High School preparation period or, in the event a mod schedule is used, the length of said preparation period shall consist of two (2) mods. During this preparation period, no duty may be assigned but the bulk of the period must be used for some school connected activity, including, but not limited to, class preparation. In addition to being granted the aforementioned duty free lunch period and the preparation period, each High School and Middle School teacher is to be granted each school day an unassigned period (the granting of said unassigned period is subject to the provisions of Article 9, Sections 1 (a) and 1 (b) hereof) which shall be equal in time to a normal High School period, or in the event a mod schedule is utilized, it shall consist of two (2) mods. As utilized in this paragraph, as being applicable to a Middle School teacher the phrase "unassigned period" (which shall be equal to a normal High School period, or in the event a mod schedule is used, it shall consist of two (2) mods) shall be defined to mean the period of time when teachers, free of classroom teaching duty, (subject, as aforesaid, to the provisions of Article 9, Sections 1 (a) and 1 (b) hereof) work collectively on the programmatic needs of a given number of pupils under their care. In the Middle School, teachers shall be assigned to no more than five (5) teaching periods, in the event a mod schedule is used, ten (10) mods per day.

Section 7 (b). Unified Arts Middle School teachers shall be assigned to no more than five (5) teaching periods, in the event a mod schedule is used, ten (10) mods per day, providing the schedule decrease, i.e., from six (6) teaching periods to five (5) teaching periods per day, does not necessitate the hiring of additional Unified Arts Middle School teachers.

If however, commencing September 1, 1986, the number of students enrolled in an individual school rises ten percent (10%) or more, over October 1, 1985 levels, additional teachers may be required in order to maintain this five (5) teaching period day. The WTA will waive the class size and student teacher ratio provisions as set forth in this Agreement for the Unified Arts Middle School teachers unless individual schools enrollments rise ten percent (10%) or more and no additional Unified Arts Middle School teachers are hired to maintain the five (5) teaching period day.

The WTA will appoint two (2) representatives at each Middle School who will, together with the Board or its designated representatives, assist in the scheduling of students to oversee the operation of the five (5) teaching period day and to help resolve difficulties that may arise and as needed to discuss with the Board operation of this scheduling change. Unified Arts Middle School teachers who teach up to a five (5) teaching period day or up to ten (10) mods, as applicable, shall share equally, with academic teachers, the non-teaching duties in their schools.

Section 8. Middle Schools - Foreign Languages - Exploratory - While the offering of foreign languages may be considered a part of the exploratory program, teachers of foreign languages shall be considered as academic teachers with assignments of not more than five (5) periods which shall be

equal in time to a normal High School period, or in the event a modified schedule is utilized, not more than ten (10) mods and a daily total of not more than one hundred twenty-five (125) pupils.

Section 9. Middle Schools - General - Exploratory In the event teachers in the exploratory areas such as, but not limited to, home economics, music, art, are scheduled to teach three (3) double periods in a day which shall be equal in time to six (6) normal High School periods or, in the event a modified schedule is utilized of three (3) groups of four (4) mods, they shall not be required to teach more than fifty (50) periods one hundred (100) mods in each ten (10) school day period.

Section 10. An audio-visual coordinator in a combined High School/Middle School complex shall be assigned no more than three (3) teaching periods per day.

Section 11. Provided there is no increase in actual teaching time or number of class preparations, or decrease in preparation time, nothing herein precludes alternative scheduling on a school by school basis.

ARTICLE 19

TEACHERS' EXTRA-CURRICULAR ACTIVITIES

Section 1. Extra-curricular activities shall be defined as follows:

Section 1 (a). Non-Compensatory—Such activities shall be purely voluntary if they do not provide for an additional monetary payment for the work or for compensatory time off for the work assigned.

Section 1 (b). Compensatory—Such activities shall be positions where an extra payment is made by the Board for the performance of such duty or where compensatory time off is given for the performance of such duties.

Section 2. Notice of openings for extra-curricular compensatory activities shall be made as follows:

When such activities become available, a notice of fifteen (15) school days, excluding vacations, shall be circulated in all schools to allow those teachers who feel they are qualified and competent to present their applications. The said applications shall be presented to the Superintendent within such fifteen (15) day period. For the purpose of this Article, the Superintendent and the Board shall be the judge of qualifications of personnel requesting appointment to such extra-curricular compensatory activities. The appointment shall be made by the Board at the next regular Board meeting subsequent to the "closing date" for filing applications with the Superintendent. The Superintendent may temporarily assign qualified personnel to fill any vacancies occurring in any extra-curricular compensatory activity during the fifteen (15) day notice period provided for above. In situations where all other factors are equal, the Superintendent may consider recommending a teacher who teaches in the building where the extra-curricular compensatory activity position is vacant.

Section 2 (a). Should any activity's coach or advisor terminate his/her employment as such coach or advisor during the period of the activity's nor-

mal sea. ., his or her compensation shall be pro-rated for the time actual-ly served.

Section 2 (b). Any teacher who quits an extra-curricular compensatory activity after September 1, and before the conclusion of the activity without good cause, shall not be considered for appointment to any extra-curricular compensatory activity for a period of three (3) academic years.

Section 2 (c). The hired applicant of any Adult Education, Community School, Extended Day or Summer School Program shall be notified of his or her assignment in writing, as far in advance of the Program's commencement as possible.

Section 3. A teacher may be assigned to more than one (1) extra curricular compensatory activity position during the same school year if no other teacher is equally qualified to perform said activity.

If a teacher who was already assigned to an extra curricular compensatory position is selected to perform another extra-curricular compensatory position because no other qualified teacher was available when the position was posted, the selected teacher may retain the second position along with the prior position for as long as he/she holds both positions.

Section 4. The Board may assign qualified non-teachers to extra curricular compensatory coaching positions if qualified teachers are not available.

Section 5 (a). Coaches Salaries—Effective with the beginning of the coaching season (for the sport or activity listed below) in the academic year 1999-2000, and for the duration of this Agreement, personnel assigned to the following extra curricular compensatory coaching positions (except for Business Managers and the Director of Sports as noted below) shall be compensated in a check, separate from the amounts called for in Article 4 each school year, at the end of their coaching season, so assigned for the term of this Agreement, as follows:

		1999-2000	2000-2001
	RATIO	\$4,900	\$5,100
Football	1.00	\$4,900	\$5,100
Assistant Football (4)			
(with Freshman Team for entire season)	0.75	\$3,675	\$3,825
Assistant Football			
(with no Freshman Team)	0.55	\$2,695	\$2,805
Basketball	0.86	\$4,214	\$4,386
Assistant Basketball (with J.V. for			
entire season)	0.62	\$3,038	\$3,162
Assistant Basketball (with no J.V. team)	0.45	\$2,205	\$2,295
Freshman Basketball (If position is			
adopted by Bd.)	0.30	\$1,470	\$1,530
Baseball & Softball	0.82	\$4,018	\$4,182

r the time actual-

ompensatory ac-
a rity without
tra-curricu-
ic years.

on, Community
e notified of his
Program's com-

extra curricular
ear if no other

r compensatory
mpensatory po-
en the position
tion along with

extra curricular
t available.

g of the coach-
academic year
nel assigned to
or xcept for
e) shall be
or in Article 4
signed for the

01

Assistant Baseball (with J.V. Team for entire season)	0.50	\$2,450	\$2,550
Assistant Baseball (with no J.V. Team)	0.30	\$1,470	\$1,530
		1999-2000	2000-2001
	RATIO	\$4,900	\$5,100
Freshman Baseball (If position is adopted by Bd.)	0.30	\$1,470	\$1,530
Swimming	0.80	\$3,920	\$4,080
Assistant Swimming	0.45	\$2,205	\$2,295
Track	0.80	\$3,920	\$4,080
Assistant Track	0.45	\$2,205	\$2,295
Cross Country	0.47	\$2,303	\$2,397
Volleyball	0.56	\$2,744	\$2,856
Assistant Volleyball (If position is adopted by Bd.)	0.40	\$1,960	\$2,040
Tennis (per team)	0.47	\$2,303	\$2,397
Golf	0.47	\$2,303	\$2,397
Cheerleader Advisor (High School)	0.60	\$2,940	\$3,060
Cheerleader Advisor (Middle School)	0.20	\$ 980	\$1,020
Soccer (If position is adopted by Board)	0.56	\$2,744	\$2,856
Middle School (Per Team Sport)	0.47	\$2,303	\$2,397
Alternative School (Per Team Sport)	0.47	\$2,303	\$2,397
Business Managers (In High School)	1.00	\$4,900	\$5,100
Director of Sports	1.62	\$7,938	\$8,262

Section 5 (b). If the Board institutes an intramural sport program in the Middle Schools, which requires coaches, then the Board and the WTA will meet and negotiate the rate of compensation for such coaches.

Section 5 (c). The following compensation shall be withheld for the High School Football Coaches, until completing Spring Football practice: Head Coach, three hundred dollars (\$300.00); Assistant Coach, two hundred dollars (\$200.00).

Section 6 (a). A coach, Director of Sports, and Business Manager shall be selected on the basis of his/her pertinent experience and qualifications for the position available.

Section 6 (b). Each Head Coach and Cheerleading Advisor at the High School level shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to a maximum of two hundred fifty dollars (\$250.00) per sport per season. Each Assistant Coach, Cheerleader Advisor, Middle School Coach, and Alternative School Coach shall be re-

imburse up to a maximum of one hundred fifty dollars (\$150.00) per sport, per season. The Director of Sports and the Business Manager shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to two hundred fifty dollars (\$250.00) per season.

Section 7 (a). Remuneration for secondary school student advisors will be in June, in a check separate from the amounts called for in Article 4, according to the following schedule:

1999-2003

Controller of Activities Fund

High School \$1,670

Middle School \$1,110

Senior Play Director \$2,230

Yearbook \$ 840

Senior Class Advisor \$ 840

Junior Class Advisor \$ 420

School Newspaper Advisor \$ 530

Student Council Advisor \$ 420

Band Director High School \$ 480

Band Director Middle School \$ 390

Chorus Director High School \$ 340

Chorus Director Middle School \$ 270

Honor Society Advisor \$ 270

Play Director Middle School \$1,110

Section 7 (b). Other club advisors may apply in writing to the Board for remuneration. Such written request shall include a statement of the organizational purposes of the club.

The following priority system for eligibility for these positions shall apply:

- (1) Those teachers who held these positions as of June, 1982.
- (2) In the event an opening occurs the position will be filled in accordance with Article 19, Section 2.

Section 8. The Controller of the Activities Fund in the High School shall have his/her preparation period scheduled for the last period (7th) of the day.

Section 9. Any teacher who is appointed as chairperson of a High School Evaluation Committee shall have, for the academic year preceding the evaluation, a schedule comparable to a High School Department Head.

ARTICLE 20

MISCELLANEOUS

Section 1. School Calendar—The Superintendent shall compile the school calendar of at least one hundred eighty four (184) days exclusive of storm or emergency days from the first of September to the immediately succeeding June 30, and shall discuss said calendar with selected members of the WPA and the Rules and Regulations Committee of the Board prior to forwarding it to the Board for approval.

Two (2) of the above referenced days shall be four (4) hour non-teach-

(\$150.00) per
teacher shall
be paid for his/her
reason.
advisors will be
Article 4, ac-

the Board for
of the organi-
these positions

in accordance

school shall have
the day.
High School
preceding the
Principal Head.

file the school
revenue of storm or
ly succeeding
the WTA
to forwarding

or non-teach-

ing workshop days, and two (2) other days shall be five (5) hour non-teaching workshop days. Workshop days shall be utilized exclusively to provide continuing education units.

Section 2. Personnel in the Continuing Education Program (Adult Education, Evening Schedule Programs) the Homebound Program, the Driver Training Program and the Opportunity Program shall be qualified employees and shall be paid at the rate of twenty-four dollars (\$24.00) an hour for 1999-2000, twenty-five dollars (\$25.00) an hour for 2000-01, twenty-six dollars (\$26.00) an hour for 2001-02 and twenty-seven (\$27.00) an hour for 2002-03. In the event the Continuing Education Program (Adult Education, Evening Scheduled Programs) is extended from a ten (10) month program to a twelve (12) month program, the rate of remuneration for teaching in such programs shall be the amount prescribed by this Section.

Section 3. The City shall provide each employee with a copy of this Agreement within thirty (30) days after the date of approval by the Board or the expiration of the period for Aldermanic rejection, or in any event at least thirty (30) days prior to the effective date of the Agreement.

Section 4. Any item in this Agreement may be renegotiated if both parties agree to the need for renegotiation. In such case, the same procedure as outlined in Article 27 (Consultative Procedure) shall be followed.

Section 5. When a teacher is requested by the Superintendent to observe another teacher's teaching method and process in the Waterbury School system, or when the Superintendent approves a teacher's request, accompanied by the recommendations of the teacher's supervisor and/or principal, to observe another teacher's teaching method and process in the Waterbury School system, such observation shall occur on date(s) mutually agreed to by the teacher being observed and the Superintendent. Such observation period shall be granted without loss of pay and will not be charged to any type of leave to which the teacher is otherwise entitled per the provisions of Article 13 hereof.

Section 6 (a). Employees who occupy non-administrative positions (e.g., Reading teachers, Physical Education teachers, et al) and who are authorized and required by the Superintendent to use their own automobiles for transportation from school to school in the performance of their duties shall be reimbursed by the Board for the use of such automobile at the rate of the IRS allowance per mile for each mile such automobiles are used for such purposes providing each teacher requesting such reimbursement occupies a position which is on the "authorized list" as agreed to between the WTA and the Board for said non-administrative positions, and providing further such employees submit vouchers in accordance with Board procedures specifying when and the manner in which the automobile was used, the extent to which it was used, and the amount of reimbursement sought.

Section 6 (b). School Social Workers, however, shall be paid a flat rate of sixty five dollars (\$65.00) per month instead of the stated mileage rate during the school year.

Section 6. Each employee who receives the mileage allowance prescribed by Section 6 (a) and 6 (b) hereof shall transmit to the Superintendent's Office a notarized statement indicating amounts of automobile liability insurance on his said private automobile in amounts of at least fifty thousand/one hundred thousand dollars (\$50,000.00/\$100,000.00) for bodily injuries and in an amount of ten thousand dollars (\$10,000.00) for property damage liability and indicating the name of the insurance company (including the agent's name), the effective date of the policy and the termination date thereof. Failure of the employee to transmit said statement to the Superintendent's Office within sixty (60) days of the date that he is authorized to receive the mileage allowance prescribed by Section 6 (a) and 6 (b) hereof (or within sixty (60) days of the renewal date of the underlying liability insurance policy) shall be grounds for the Superintendent to terminate the said mileage allowance.

Section 7. If any provision of this Agreement is, or shall be determined to be, contrary to law by a Court of competent jurisdiction or contrary to the regulations of the Connecticut State Department of Education, by a Court or by said Department, such provision shall be of no binding effect and shall not be applicable or performed except to the extent permitted by law. All other provisions of this Agreement, however, shall remain in full force and effect.

Section 8. The parties agree that, notwithstanding the adoption of this Agreement, all standards relating to employer or employee rights and privileges shall be maintained unless said standard is either contrary to, or otherwise covered by, a provision or provisions of this Agreement or unless the Board (prior to any given employee asserting a claim in accordance with an alleged standard) has made a ruling, adopted a policy or made a decision contrary to such standard.

Section 9. This Agreement constitutes the sole and complete agreement between the parties and the provisions of this Agreement shall prevail and govern over any contrary Board ruling or administrative regulation. This Agreement may be amended only by a written agreement similarly executed by the parties hereto in accordance with the procedure of Article 27 hereof.

Section 10. In the event that a teacher is called upon to meet with the Superintendent and/or a Principal or Principals (or his/her immediate supervisor) for the purpose of discussing the possibility of being formally reprimanded or disciplined, the teacher shall be given forty-eight (48) hours prior notice and the reasons therefore shall be presented to the teacher in writing. Association representation shall be accorded any teacher who desires it. The administrator requesting the meeting shall immediately confirm the reason for the meeting. Such statement of confirmation shall be signed by the administrator and the teacher. However, the signing by the teacher is a statement of acknowledging receipt of the fact of the meeting and not necessarily a statement of concurrence by the teacher. Nothing in this Section shall be construed as limiting a supervisor's right to give reasonable orders that relate to the operation of the schools.

Section 11. The Board shall provide in the School Department a daily ser-

vice for the distribution, pickup and delivery of all inter-school material (including paychecks and payroll reports) and all other mail from the "boxes" at the central office.

Section 12. In the event that an administrator is absent for at least five (5) consecutive school days, the Superintendent shall make an effort to appoint an acting administrator for that school effective the sixth day and until the administrator returns or a permanent appointment is made. If practicable and if no other administrator is available, the above appointment shall be made from the current Civil Service list. In the event that there is no available Civil Service list, then, if practicable, the appointment shall be made on the basis of seniority and State Certification.

Section 13. For each High School Guidance Department, a Guidance Counselor shall be assigned to his High School for a two (2) week period (of not more than ten (10) consecutive days) during the month of August in any given calendar year. The precise dates in August for this assignment (in a given High School) shall be determined by the Superintendent and the Principal of that High School and those dates shall be posted in the respective Guidance Department no later than April 1st, of a given year. Payment for this assignment during the month of August shall be eighty percent (80%) of $\frac{1}{3}$ of sixty percent (60%) of the annual gross salary (being earned as of June of that year) for the teacher's academic day activity, as per the provisions of Article 4 hereof. During each day in August the Guidance Counselor assigned to the High School per the provisions of this Section shall be in attendance at the High School for four (4) hours. Assignment of the Guidance Counselor in each High School shall be made on the basis of seniority (within that High School Guidance Department) and shall be scheduled on a rotating basis from year to year. Should a Guidance Counselor be unable to accept his/her "turn" and /or when he/she accepts his/her said "turn", he/she shall go to the bottom of the list. Notification by a Guidance Counselor of his/her availability for the assignment prescribed by this Section must be submitted to the Superintendent no later than April 15th of a given year. The Superintendent shall give notification to students and parents, through the newspaper and other media, of the August dates of the availability of a Guidance Counselor in each High School.

Section 14 (a). Field Trips, scheduled on school days or non-school days, are an extension of the classroom learning environment. They enable students to be exposed to materials and events not readily available in the classroom. The Board of Education, recognizing the value and educational benefits of Field Trips, shall foster a policy which encourages and permits teachers to plan and take useful Field Trips.

Section 14 (b). In no way shall the approval or denial of any Field Trip be contingent upon the need of a substitute. A substitute shall be provided by the Superintendent.

Section 14 (c). The teacher(s) requesting permission for a Field Trip must

be notified by the Superintendent or his/her designee of the decision within five (5) school days of submission of such request(s).

Section 14 (d). If the Superintendent or his/her designee denies a request for a Field Trip, he/she must provide in writing the reasons for his/her denial.

Section 14 (e). Within seventeen (17) school days of a denial of a Field Trip and upon written request to the Clerk of the Board of Education, the affected teacher(s) shall meet with the Board of Education and/or its representative to review the situation and discuss the reasons for denial with the hope of resolving the problem.

Section 15. Each General Services Teacher (e.g. Vocal Music, Instrumental Music, P.E., and Theater Arts) shall have a special allotment of two hundred forty dollars (\$240.00) per academic year in order to purchase special materials during the school year. The money shall be spent in accordance with the voucher procedures as established by the Department of Education except that the need and the time element for the use of these materials shall be considered.

Section 16. All educational material and classroom supplies ordered with allotted funds (i.e., dollar amounts which do not exceed the budgeted amount for the appropriate budget year for that budget item) shall be available to teachers at the opening of the school year. In the event the said material is "back-ordered" the Superintendent shall so notify the Administrator so that the Administrator may have an opportunity to decide whether to await the "back-order" or to request a substitution. In the event that the said material ordered is no longer available, the Superintendent shall order an appropriate substitute item for that administrator's school or department. In any event, any funds allocated as aforesaid must remain with the Department of Education's budget; any provision in the City Charter to the contrary, notwithstanding. All requisitions by the Superintendent for the said educational material and classroom supplies must be processed and honored provided the requisition does not exceed the said amount of the said allotted funds.

Section 17. In the cutback of forces or the elimination of any bargaining unit position the cutback or elimination shall be done first on the basis of Certification (for the purposes of this Section, State Statutes affecting certification, etc., shall apply) and then on the basis of City-Wide Seniority in conformance with the following guidelines:

A. Standard and/or provisional certification shall prevail over a temporary permit.

(For the purpose of this sub-paragraph A, there shall be no distinction between standard and provisional certification at this level.)

B. Where two (2) employees are certified, then the employee with the lesser City-Wide seniority shall be terminated.

C. If two (2) affected employees have the same City-Wide seniority, then Standard Certification shall prevail over Provisional Certification.

D. If two (2) or more affected employees have the same City-Wide seniority-

ty and Standard Certification, then lay-off(s) shall be chosen in accordance with the procedures specified under Article 7. C. Seniority - Section 0. A representative designated by the WTA shall be present.

E. Teacher A (about to be laid-off) who has certification in another discipline can "bump" teacher B in that other discipline, although that other discipline was not to have been reduced, if teacher B has lesser City-Wide seniority.

F. Any employee eliminated as a result of a cutback of forces or the elimination of a position will, if the employee so elects, receive a sick leave adjustment of up to ten (10) sick days subject to the following conditions:

(1) The employee's adjustment cannot exceed ten (10) days or the number of accumulated sick leave days, whichever is less.

(2) The adjustment will be paid to the employee on the last scheduled pay day of the employee.

(3) Days used for sick leave adjustment pay purposes will be deducted from the employee's accumulated sick leave days. Sick leave days that are not used for adjustment purposes will remain in the employee's accumulation of sick leave days credit pursuant to this Article's Section 17, Recall, D.

Recall

Recognizing that in June of 1976, members of the Bargaining Unit were subjected to a reduction in force, the following rules concerning Recall shall, on the date of the execution of the Contract, become effective:

A. Laid-off employees shall be first offered the opportunity of reemployment when certified for a vacant or new position.

B. Recall shall be effected utilizing first certification and then City-Wide Seniority and then the date on which the individual teacher's contract was signed. If all three (3) items are exactly the same, the Board shall determine who is to be recalled.

C. Recall rights shall remain in effect for thirty six (36) months from the date of lay-off.

D. All benefits, except for those which the State excludes, to which a teacher was entitled at the time of his/her lay-off, including, but not limited to, such items as unused sick leave, pension rights, seniority, etc., shall be restored to the teacher upon his/her return to active employment if within the specified period of time as defined in C above.

E. No laid-off employee shall accrue any benefits during the period for which he/she was laid off unless said benefit is given by Statute or under sub-section F.

F. Upon his/her return to active employment the teacher shall be placed on the proper step of the salary schedule for his/her current position according to his/her experience and degree status.

G. Upon his/her return to active employment, the teacher shall be assigned to the position held at the time of the lay-off, if possible, or to a position within his/her certification.

H. While on lay-off, the teacher will have the option, when permitted by

statute or the insurer, to remain an active participant in fringe benefit programs, by contributing the full amount he/she would have been required to contribute, plus the amount the City would have had to pay for said group rate.

I. A teacher may be removed from the recall list for the following:

(1) Waives recall rights in writing.

(2) Resigns.

(3) Fails to accept recall to the position held immediately prior to lay-off or to a substantially equivalent position.

(4) Fails to report to work in a position that he/she has accepted, unless such employee is sick or injured.

(5) If a teacher has secured temporary employment elsewhere, he/she shall be allowed thirty (30) calendar days of time before being required to report to work.

Section 18. Substitute teachers are to be provided whenever a teacher is absent to serve on a particular committee regarding curriculum. A Vice-Principal or Principal may be used.

Section 19. Teachers may leave the school building during unassigned periods upon receiving permission from the Principal or his/her designee. Teachers who do leave the building under this provision shall notify the Principal or his/her designee upon their return. A "Sign-Out/Sign-In" sheet shall be provided in the main office.

Section 20. When a teacher is attacked or otherwise molested in the performance of his/her duty, said injured teacher shall immediately advise Superintendent of the situation and said teacher may swear out a warrant against the assailant and said affected teacher shall receive the support of the Board in any consequent prosecution.

Section 21. Except in emergency situations, teachers shall not be required to perform substitute services. If there is an emergency situation, then a teacher may be required to perform said substitute service. In the event an absent classroom teacher (including Itinerant Art, Music and P.E.) is not provided with a substitute then the absent teacher shall be charged one (1) leave day [including sick, personal (not emergency), professional and legal]. The teacher(s) (including Itinerant Art, Music and P.E.) who take these students shall divide equally one (1) leave day per occurrence and no class size or load maximum shall be exceeded.

Section 22 (a). Realizing the need for community relations and the fostering of communication between the schools and the parents, the Board and the Association agree that a certain activity should be scheduled to encourage these aims.

Section 22 (b). The Board may schedule two (2) "Parent-Teacher Nights" during the school year. A "Parent-Teacher Night" for K-5 and/or Middle Schools shall not be scheduled on the same evening as one for the High Schools.

Section 22 (c). If "Parent-Teacher Nights" are scheduled they shall not be scheduled within thirty (30) days of the proposed date of same and the objective shall be to post same in the regular school calendar. The regular

school day on these scheduled "Parent-Teacher Night" dates shall be a four (4) hour duration. A "Parent-Teacher Night" shall be in the early evening. Section 22 (d). The WTA shall foster the "Parent-Teacher Night" activity and encourage teachers to continue to participate in this activity. All teachers shall attend such "Parent-Teacher Night" activity except in those instances where such teacher has written permission from the Superintendent to be absent.

Section 22 (c). In the event that the Board chooses to replace "Parent-Teacher Night" with some other activity in keeping with above mentioned goal, the activity shall be agreed to by the Board and by the Association.

Section 23. It is incumbent upon the Board to see that all equipment is properly maintained and in working order at all times. Equipment unworkable or unserviceable or stolen shall be replaced as soon as possible.

Section 24. One half (1/2) the monies needed for the Home Economics Foods classes to purchase food supplies shall be available by September 1 of each school year. The remaining one half of the funds shall be available by December 1 of the school year.

ARTICLE 21 WTA PRIVILEGES

Section 1. After the close of school on school days, the WTA shall have the right to use designated areas in school buildings for meetings of teachers, provided that there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to Board rules and regulations, provided, however, that there shall be no cost to the WTA.

Section 2. The WTA may distribute material dealing with meeting notices and official matters of the WTA to persons covered by this Agreement, provided such distribution shall not interfere with normal classroom procedures. Indiscriminate circulating of material or handing out of material will not be allowed.

Section 3. One (1) bulletin board in each school shall be reserved for the use of the WTA for the posting of official WTA notices and/or announcements. Copies of any such notices to be posted shall be submitted to the Office of the Superintendent before posting. Such bulletin boards shall be in the office of the school and in the teachers' rooms.

Section 4. The Board and the WTA shall comply with any reasonable request by the other party for available information, (excluding confidential personal records) possessed by the other party which is relevant to the processing of any grievance by either party or to the negotiating by the WTA and the Board of a successor agreement.

Section 5. The WTA shall be provided with a copy of the Official Agenda of public Board meetings prior to such meetings if such agenda is issued. The Board shall also provide the WTA with a copy of the official minutes

of public Board meetings at the time that the Board distributes these minutes to its members.

Section 6. Any teacher covered by this Agreement and who is elected the President of the National Education Association, the President of its Department of Classroom Teachers, or the President of the Connecticut Education Association shall, upon his/her written request to the Superintendent of Schools, be granted an unpaid leave of absence with full privileges, not to exceed two (2) years in duration for the purpose of discharging the duties of such office; and, upon the WTA written request, an unpaid leave of absence shall be granted for every school year to one (1) teacher for the purpose of providing full-time assistance to the WTA in discharging its duties as the exclusive collective bargaining representative of the teachers covered by this Agreement. All time spent on every such leave shall be counted as time in the employ of the Waterbury School System for all purposes, provided, however, that no additional sick leave shall be accumulated during said leave. Upon his/her return, the teacher shall be assigned to the same or comparable position to that which he/she held at the time said leave began.

Upon written request to the Board, the President of the WTA shall be granted unpaid leave of absence for the time during which he/she shall hold this office.

At the termination of his/her office as President of the WTA he/she shall be reinstated to, at least, the position he/she held at the time he/she left serve as President of the WTA. Any teacher reinstated, shall be paid at the same rate of pay as that which he/she would be receiving if he/she had continued his/her service in the School Department instead of being on leave to serve as WTA President, and any sick leave for which he/she was eligible at the time he/she served as President, and all sick leave which he/she shall earn during such absence from the School Department, shall be credited to him/her upon return to active teaching. Such time spent serving as President of the WTA shall be used in computing his/her seniority, and in determining his/her eligibility for pension benefits and in computing the amount of same.

Section 7. The present practice of allowing a reasonable amount of time off with pay to Executive Committee members of the WTA to attend to Association business shall be continued. The parties agree that days in which Executive Committee members are absent from their professional assignment in order to attend the funeral of a deceased colleague or to be present in Court in connection with any litigation in which the WTA is a party shall not be charged against the "reasonable" time off prescribed by this Section; it is understood that these "funerals" and/or "Court" days may be taken off with pay upon notification by the WTA President, or his/her designated representative, to the Superintendent. The parties further agree that the records of the Board and of the Association indicate that during the calendar years of 1971 and 1972 a total of between twenty (20) and twenty-five (25) days each year, in the aggregate, for all Executive Committee members were taken as days off with pay for the "Association business" prescribed in this Section. The parties agree that this number has been a "reasonable amount of time off" and

they further agree that the recitation of this number based upon the records is not to be construed as either a "floor" or a "ceiling" as to the number of days which may be required during the life of this Agreement, for the conduct of the said Association business; the numbers are recited simply to reflect what the parties agree was a reasonable amount of time for the years noted.

Section 8. The President of the WTA or his designated representative from the Executive Committee shall be permitted to visit the schools and/or departments in connection with the Association business referred to in Section 7., if the President, or said designated representative, asserts, that Association business requires such a visit. Upon the President's (or said representatives' s) arrival at the school he/she shall notify the Principal of his/her presence. If a meeting with a teacher(s) is necessary, it shall be scheduled so as not to disrupt the teacher's(s)' class assignments.

ARTICLE 22 PARKING FACILITIES

Section 1. The Board and the Superintendent shall attempt to make suitable parking areas available to employees on, or near, the school property where they are assigned.

ARTICLE 23 GRIEVANCE PROCEDURE

Section 1. Definitions

A. A grievance is hereby defined as:

(1) A claim by either an employee or a group of employees, the WTA, or the Board that there has been an alleged violation, misinterpretation, or misapplication of a specific provision or group of provisions of this Agreement, or alleged discrimination or a condition affecting the employee's health and safety.

(2) An employee complaint or a complaint by the WTA concerning the evaluation of disciplinary action inflicted upon an employee shall be processed in accordance with the provisions of this Article.

B. Whenever the term "days" is used in this Article, such term shall mean regularly scheduled school days.

Section 2. All grievances shall be processed in the following manner:

A. EMPLOYEE GRIEVANCE

STAGE 1. (Informal) - The employee and a WTA representative (if the employee so desires) shall discuss the grievance informally with the school official serving as the employee's immediate administrative superior.

While the aforementioned discussion is mandatory, it shall have no effect on the running of the time limit of thirty (30) school days as set forth in Stage 2, Level 1, below, within which a written grievance must be submitted to the employee's immediate administrative superior. Therefore, in the event it becomes apparent to the employee that the aforementioned discussion will not be held or completed within said thirty (30) days period, it is incumbent upon the employee to submit the written grievance to his/her immediate superior in accordance with the provisions of Stage 2, Level 1, below.

STAGE 2. (Formal)

LEVEL 1. In the event a grievance is not satisfactorily resolved as a result of the in-

formal discussion held pursuant to Stage 1 above, the employee shall reduce the grievance to writing, setting forth a statement as to the grounds for the grievance and the Article and Section of this Agreement alleged to have been violated, and shall, within thirty (30) school days after the occurrence giving rise to the grievance, submit the written grievance to his/her immediate administrative superior. The immediate administrative superior may request another meeting to discuss the grievance with the employee and a WTA representative, which they must attend, but in any event must answer the grievance in writing with copies to the employee and the WTA within five (5) school days following receipt of the written grievance.

LEVEL 2. In the event the grievance is not satisfactorily resolved as a result of the submission required by Level 1 above, the employee, by himself/herself or through the Association, may appeal the decision rendered on the grievance by his/her immediate administrative superior to the Superintendent provided said appeal is received by the Superintendent within five (5) school days following the date upon which the employee's immediate administrative superior answered the grievance. Within five (5) school days following timely receipt of an appeal filed pursuant to this Level 2, the Superintendent and/or his/her representative shall meet with the employee, a WTA representative, and witnesses, if any, for the employee and/or the Board, for the purpose of hearing the appeal and shall within seven (7) school days following the date upon which said meeting is held, render his/her decision in writing, sending copies to the employee and the WTA.

LEVEL 3. In the event the grievance is not satisfactorily resolved as a result of the decision rendered by the Superintendent in Level 2 above, the employee, by himself/herself or through the Association, may appeal said decision to the Board, provided said appeal shall be filed with the Clerk of the Board in writing, setting forth the basis for the appeal, within five (5) school days following the receipt of the Superintendent's decision. Within sixteen (16) school days after receipt of a timely appeal made pursuant to this Level 3, the Board shall cause a hearing to be held with the employee, the WTA, and witnesses, if any, for the employee and/or the Board, with respect to said appeal and shall, within five (5) school days following hearing, render a decision in writing with copies to the employee and the WTA.

LEVEL 4. In the event the grievance is not resolved as a result of the procedures of Level 3 above, the WTA may submit the grievance to binding arbitration in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association and subject to the limitations of Statute, including the Connecticut Arbitration Statutes; provided that the grievance is submitted to the AAA in writing by registered mail, return receipt requested and postage prepaid, no later than ten (10) school days following the receipt of the Board's decision pursuant to Level 3 above or the expiration of the time limits for making such decision, whichever shall occur first. Copies of the Demand for Arbitration sent to the AAA must also be sent to the Superintendent and to the Board. Fees and expenses of the Arbitrator shall be borne equally by both parties.

B. BOARD OR WTA GRIEVANCE

Section 1. The WTA and the Board and/or the Superintendent may file grievances at Level 2 set forth above, provided each grievance must be in

writing and sent to the non-grieving party no later than thirty (30) school days following the occurrence giving rise to the grievance.

Section 2. Parties to a grievance are encouraged to make every effort to settle the grievance at the lowest possible administrative level and at the earliest stages of the grievance procedure set forth in this Article.

Section 3. Any grievance, not processed in accordance with time limits specified herein, shall be deemed waived by the grievant. Failure at any step of this procedure to communicate the decision on a grievance within the time limits set forth herein shall permit the grieving party to proceed to the next step.

Section 4. The preparation and processing of grievances shall be conducted after hours of employment. All reasonable effort will be made to avoid involvement of students in any phase of the grievance procedure.

Section 5. The Professional Rights and Responsibilities Committee (PR&R Committee) of the Association shall have the right to assure compliance with the provisions of such Procedure or to represent the aggrieved if the aggrieved so desires. The Association will receive prior notice of the time and place of any formal meetings held hereunder.

Section 6. Nothing in this Agreement shall be construed as compelling the WTA to submit a grievance to arbitration.

Section 7. The procedures hereby established in this Article shall be the sole remedy for grievances under this Agreement.

Section 8. All grievances, including WTA grievances, shall include the name and position of the grievant and the names and positions of the parties to a WTA grievance, the time and the place where the alleged events or conditions constituting grievance existed; the identity of the party responsible for causing said events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The WTA shall, within twenty (20) days after filing a class action grievance, provide the Board with the names and positions of the parties to the WTA class action grievance, where appropriate. For example, in a grievance affecting all teachers, or all teachers in a level (K-5), grade, department or building, it shall be appropriate for the WTA to identify the group; in a grievance where a class of individuals claim harm and such harm is not directly related to their "class" then it shall be incumbent upon the WTA to name the individuals and their positions.

Section 9. The Arbitrator shall hear and decide only one (1) grievance in each case. He/She shall be bound by, and must comply with, all the terms of this Agreement. He/She shall have no powers to add to, delete from, or modify in any way, any of the provisions of this Agreement. The decision of the Arbitrator shall be binding (per the limitations of Section 2 - Level 4 - hereof) upon both parties and all employees during the life of this Agreement, except that neither the Arbitrator nor his/her award shall usurp the statutory authority of the Board of Education. The Arbitrator shall have the power to make an award, including appropriate compensatory awards.

Section 10 (a). Meetings Meetings held under this procedure shall generally

be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present. Persons proper to be present for the purpose of this Article are defined as the aggrieved person, a WTA-CEA-NEA representative(s) and Board representatives and witnesses (not to be construed as observers to the proceedings). Association and Board counsel shall be permitted at Levels 3 and 4. If, at the option of the Superintendent or the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

Section 10 (b). The Association may, if it so desires, call upon the professional services of the Connecticut Education Association and/or the National Education Association for consultation and assistance at any stage of the procedure.

Section 10 (c). When, pursuant to the Grievance Procedure prescribed by this article, the WTA considers that it is necessary to investigate an alleged grievance during school hours, then, with the permission of the Superintendent (which permission shall not be unreasonably or arbitrarily withheld) a representative of the WTA Committee on Professional Rights and Responsibilities, or other representative designated by the WTA, shall be released for one (1) school day, without loss of pay, to investigate the alleged grievance.

Section 11. Copies of any grievances, or answers thereto, shall be sent to the grievant, the WTA and/or the Board.

Section 12. In the event a grievance is filed between June 1st and the end of the school year, the time limits of the Grievance Procedure shall be accelerated so that the grievance shall be processed through Level 3 by August 15. If such expedited procedure is not possible, the parties shall waive the time limits herein and establish new time limits for processing of each such grievance and such agreement shall be reduced to writing and signed by the parties so that there will be a resolution of such grievance through Level 3 by the succeeding Labor Day.

Section 13. In the event that any grievance is adjusted in Stage 1 of this Grievance Procedure while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

Section 14. Neither the Board nor the Association shall discriminate against or otherwise coerce any employee or individual who is involved in the processing, or the refusal to process a grievance hereunder, provided that the WTA shall not be required to process a grievance for any employee or represent him during the processing of his own grievance.

Section 15. The aggrieved teacher may be represented at Stage 1 of the informal grievance procedure and/or at Levels 1, 2 and 3 of the formal grievance procedure by a person of his own choosing, except that he may not be represented by a representative of, or by an officer, of any teaching organization other than the Waterbury Teachers Association. When a teacher is not represented by the WTA, the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

Section 16. Grievance forms, revised as of May 1, 1982, shall be continued in use. Any further revision shall be mutually agreed upon. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent with the approval of the Association and made available through the Association so as to facilitate operation of the Grievance Procedure.

Section 17. As to any alleged employee grievance which the employee asserts has arisen between July 1, 1999 and the date of the distribution of copies of this Agreement to each member of the bargaining unit, the time limits, as prescribed in this Article, for the submission of said employee grievance shall commence on the day following the date of the said distribution of these copies. The provisions of the preceding sentence shall in no way limit any employee grievance prior to the said date of distribution of copies of this Agreement. However, if an employee does submit an employee grievance prior to the date of distribution, then all the time limits, as prescribed in this Article, shall prevail as of the date that the written grievance was submitted.

Section 18. The following is a sample of the approved grievance form:

Grievance
Number _____

GRIEVANCE PRESENTATION
Waterbury School District

Circle Appro-
priate Level

Number _____ 1 PRINCIPAL 2 SUPERINTENDENT 3 BD. OF ED. 4 ARBITRATION

Type or Print

Name of Grievant(s) _____

Date Filed _____

Assigned School _____

Principal or Immediate Supervisor _____

Subject Area or Grade Level _____

Association Representative _____

A. 1. Statement of Grievance (per the provisions of Article 23, Section 8)

2. Relief Sought:

Signature of Grievant(s)

Six (6) copies: Original and two (2) copies to Grievant(s) Two (2) copies to
Principal or Immediate Supervisor One (1) copy to
Chairperson of P.R.&R.

Note: If additional space is required to state the grievance (A. 1) the grievant should attach additional sheets as needed.

B. DECISION OF THE PRINCIPAL OR IMMEDIATE SUPERVISOR:

To be completed and returned by the Principal or Immediate

Supervisor, to the Grievant(s) within five (5) days of receipt of written grievance if not resolved at the Formal Meeting.
Original and one (1) copy to Grievant(s), one (1) copy retained by Principal or Immediate Supervisor, one (1) copy to Chairperson of P.R.&R., and one (1) copy to Superintendent.

Decision and Reasons:

Date

Signature of Principal or Immediate Supervisor

☐ I accept the decision

☐ I wish to proceed to next level

C. DECISION OF SUPERINTENDENT:

Date

Signature of Superintendent

☐ I accept the decision

☐ I wish to proceed to next level

D. DECISION OF BOARD:

Date

Signature of Board

☐ I accept the decision

☐ I wish to proceed to next level

ARTICLE 24

WORK ASSIGNMENTS

Section 1. Any teacher required to work in a higher classification for more than ten (10) consecutive days during the school year shall be paid the base salary of that higher classification for the period during which he/she is assigned to work in such higher classification (e.g., a Teaching Vice-Principal assigned to work as a Supervising Vice Principal). If, however, the teacher is assigned to work in a higher classification for more than fifteen (15) days accumulative over the course of the school year he/she shall be paid at the higher rate for each day he/she is assigned to work in a higher classification, thereafter. Any teacher required to work in a higher classification as per the provisions of this Section shall be considered to remain a member of this bargaining unit for all purposes, except for the amount of the base salary for the time that the teacher is required to work in a said higher classification.

Section 2. Whenever, pursuant to this Agreement, the Board assigns an employee to a position which requires activity which is performed subsequent to, or extra to, the normal academic day, then only a qualified employee

all be so assigned; provided, however, if there is no qualified employee available, the Board may assign a qualified non-bargaining unit person to the said position or activity.

ARTICLE 25 INSURANCES

Section 1. The City of Waterbury shall provide a choice of the insurance programs described as follows in Section 1 or Section 2:

(a) The Anthem Blue Cross Blue Shield Century Preferred Managed Care Program (Plan 1) with a \$10.00 co-pay for home and office visits with an unlimited maximum. Out of network cost shares include \$200/\$400/\$500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% to a waiver amount of \$2,000/\$4,000/\$5,000 respectively for individual, two person, and family coverage. The maximum "out of pocket" expense associated with the out of network cost share is \$600/\$1,000/\$1,500 for individual, two persons and family respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated share maximums. The program includes managed benefits with a \$200 inpatient hospital and 25% professional penalty imposed if guidelines are not followed. The life time maximum for the program is unlimited.

(b) Full service drug rider with an \$5.00 co-pay and a \$1,000 cap, balance over \$1,000 to be submitted to out of network program.

(c) The Anthem Blue Cross Blue Shield Full Service Dental Plan and Dental Rider A.

(d) Dependent Child Rider

The City will provide the medical insurance program prescribed in Section 1 hereof at no cost to the employee for the coverage of the employee and the eligible dependents of the employee.

Section 2. The employee may choose the following option.

(a) The Anthem Blue Cross Blue Shield Century Preferred Managed Care Program (Plan 2) with a \$5.00 co-pay for home and office visits with an unlimited maximum. Out of network costs shares include \$200/\$400/\$500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% to a waiver amount of \$2,000/\$4,000/\$5,000 respectively for individual, two person, and family coverage. The maximum "out of pocket" expense associated with the out of network cost share is \$600/\$1,200/\$1,500 for individual, two person, and family respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated share maximums. The program includes managed benefits with a \$400.00 inpatient hospital penalty imposed if guidelines are not followed. The Plan is more fully described in Exhibit "X."

(b) Managed drug rider with a \$5/\$10/\$0 co-pay with an unlimited maximum.

(c) The Anthem Blue Cross Blue Shield Flexible Dental Plan; Class 1 at 100%, Class 2 at 50% and Class 3 at 50% Orthodontic to a maximum of \$1,000.

(d) Dependent Child Rider

The City will provide the medical insurance program prescribe in Section 2 hereof at a cost to the employee of the 5% cost differential between the two plans for the employee and the eligible dependents.

Section 3. The employee may make an election on the above programs in Section 1 and Section 2 and is shall be effective during the open enrollment in the insurance program. This election shall last throughout the term of the collective bargaining agreement.

Section 3 (a). The City reserves the right to provide coverage as equivalent as possible to that specified without increase in cost to the City in the event Blue Cross and Blue Shield increases its rates during the term of this Agreement.

Section 4. The City of Waterbury (through the Board) shall provide without charge to the employee, life insurance in the face amount of one and one half (1½) the annual base salary rounded up the next one thousand dollars (\$1,000.00). The employee has the option of purchasing at the group rate additional life insurance up to the amount provided by the City in accordance with the procedures established by the City.

Section 5. Insurance Reopener The parties agree that if, during the term of this Agreement, any other group or entity of the City of Waterbury employees or Board employees (that is employee, other than the certified professionals covered by this bargaining unit) should obtain Anthem Blue Cross/Blue Shield, Life Insurance, Health and Accident or Health Insurance benefits or coverage which are an improvement upon the benefits and coverages prescribed by this Article and which said benefits and coverages are paid solely and completely by the City, then the parties agree that they shall meet and negotiate, pursuant to the provisions of the Teachers' Negotiating Act, concerning a WTA request for a similar, greater or lesser improvement in the said benefits and coverages for members of this bargaining unit.

ARTICLE 26

PERSONNEL FILES

Section 1. Teachers shall have the right to inspect their own personnel files; also, to question, or to reproduce, any material therein. The Board agrees to continue its policy of treating these personnel files with the highest degree of confidentiality.

Section 2. No allegations by a school official or fellow employee alleging material, derogatory or otherwise, to a teacher's conduct, service, character or personality shall be placed in the teacher's file without just cause and notice to the teacher. The teacher shall have the right to read such material

and respond to it in writing and shall have the right to seek removal of material from his or her file if he or she believes just cause is lacking.

Section 3. Any complaint by a parent of a student, or by any other person (other than a school official or fellow employee) directed against a teacher (which complaint is deemed serious enough by the administration to become a matter of formal record) shall be promptly called to the teacher's attention. No such complaint shall become a matter of formal record unless it is in written form, signed by the complainant and if the complaint alleges criminal conduct by the teacher, the said written complaint must be sworn to, before a notary public, or other authority competent to administer oaths in the State of Connecticut. Teachers are entitled to know the identity or source of all such formal record complaints and, in addition, if the teacher so requests, he/she may copy such formal record complaint. The teacher shall acknowledge that he/she has read such complaint by affixing his/her signature on the copy thereof which has been made a matter of formal record with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

The complained against teacher shall have the opportunity to add any material he/she wishes (by way of reply or refutation) to the formal record. If the complaint (alleging non-criminal conduct) becomes a matter of formal record and if the teacher so requests, the Board shall conduct a hearing on same and, if the teacher is exonerated, the complaint shall be erased from his/her file. The complained against teacher shall have every right to WTA representation, if he/she chooses, and/or counsel of his/her choice.

ARTICLE 27

CONSULTATIVE PROCEDURE

Section 1. For the duration of this Agreement, changes in any of the provisions of the Agreement which do not affect approved line items in the Board of Education budget may be made by the written mutual consent of the parties to this Agreement only.

Section 2. In the event the WTA or the Board desires to make a proposal(s), concerning such approved line item matters, or other matters, either party may submit such proposal(s) in writing, to the other party. The Superintendent shall arrange for a mutually satisfactory time and place for a meeting to discuss such proposal(s), within fifteen (15) days after receipt of the proposal(s), unless the parties mutually agree to an extension of time for such meeting. If an agreement is reached on such proposal(s), such proposal(s) shall be effective only after a Memorandum of Agreement incorporating such non-line item changes has been executed by the parties hereto; in regard to any approved line item changes, such proposal(s) shall become effective only after non-rejection by the Board of Aldermen per the provisions of the Teachers' Negotiating Act.

ARTICLE 28 ADVISORY COUNCILS

A. PRINCIPAL'S ADVISORY COUNCIL

A Principal's Advisory Council shall be formed in each school. Such Council shall have as members: The Principal of the School, the WTA Building Representatives or designees appointed by the WTA and a number of other staff members, chosen by the principal, equal to the number of WTA Building Representatives or designees.

The Principal of the School shall meet at least once a month during the school year with the Principal's Advisory Council. The purpose of such meetings shall be to discuss school operations as they regard the physical plant, problems of discipline, staff problems, supplies and any other subjects which relate to the harmonious operation of the plant as it relates to the staff, children, and the school. WTA Building Representatives have the responsibility of presenting problems to the Council which reflects the concerns and interests of the staff.

The Principal's Advisory Council meetings shall be scheduled at a mutually agreed upon time that does not interfere with instructional time or duty time of any of the participants and shall not be scheduled on dates set for WTA Representative Council meetings and/or any General Membership meetings.

B. SPECIAL SERVICES ADVISORY COUNCIL

A Special Services Advisory Council shall be formed within the Department of Special Services. Such council shall have as members: The Director of Special Services, the Supervisors responsible to the said Director, the WTA faculty representatives or designees appointed by the WTA from the Special Services Department, and a number of other staff members, chosen by the Director, equal to the number of WTA faculty representatives or designees.

The Director shall meet with the Council at least once a month during the school year for the purpose of discussing staff problems, supplies, and other subjects which relate to the harmonious operation of the Special Services Department, as it relates to the children, the staff, and the Department. Representatives shall have the responsibility of presenting problems which reflect the concerns and interests of the Special Services staff.

The Council meetings shall be scheduled at a mutually agreed upon time that does not interfere with instructional time or duty time of the participants and shall not be scheduled on dates set for WTA Representative Council meetings and/or General Membership meetings.

C. GENERAL SERVICES ADVISORY COUNCIL

A General Service Area Council shall be formed from the various General Service Departments. Such council shall have as members the WTA faculty representatives from the General Service Department or designees appointed by the WTA and a number of other staff members, chosen by the

Superintendent and/or his/her designee, equal to the number of the WTA faculty representatives and/or designees.

The Superintendent and/or his/her designee shall meet with the council at least once a month during the school year. This group shall have the responsibility of presenting problems which reflect the concerns and interests of the General Service Department.

The council meeting shall be scheduled at a mutually agreed upon time that does not interfere with instructional time or duty time of any of the participants and shall not be scheduled on dates set for WTA Representative Council meetings and/or General Membership meetings.

ARTICLE 29

SUMMER SCHOOL PROGRAM - REMUNERATION AND SELECTION SUMMER PROGRAMS - AREAS OF SUB-CONTRACTING

In the event the Waterbury Board of Education authorizes any program for grant submission, then such funded program shall be under the purview of the existing Agreement between said Board of Education and the WTA. In any such grant or funded program, where the Board of Education was not a participant in the preparation of the program, then said Board shall enter into negotiations with the WTA before approving the program for its participation and/or sponsorship.

Section 1. In the event an employee works (that is performs professional activities) during the summer months, or any portion thereof (that is those months between the end of a given regular academic year assignment and the commencement of the subsequent regular academic year assignment) in a program or activity, then that teacher shall be compensated for each day of his/her said professional activity at the rate of twenty four dollars (\$24.00) per hour for 1999-2000, twenty-five dollars (\$25.00) an hour for 2000-01, twenty-six dollars (\$26.00) an hour for 2001-02 and twenty-seven (\$27.00) an hour for 2002-03.

Section 2. State certificated teachers in the Waterbury School System shall be given priority in filling summer school teaching assignments (in a summer program described in Section 1 hereof) similar to their regular teaching assignments provided they are qualified to fill the said summer school teaching assignment and provided further that such priority is not inconsistent with the requirements of the particular summer program.

Section 3. Teachers for the said summer programs shall be selected on the basis of their qualifications for the particular program. Where two or more teachers are equally qualified for a teaching position in a summer program, selection shall be based first upon seniority as a teacher in that summer program and second upon the teachers' City-Wide seniority in the Waterbury School System.

Section 4. Positions for summer programs shall be posted as soon as practicable and, under normal circumstances and if funds for the program are available, prior to May 1st.

Section 5. Appointment to any vacant position in a summer program shall be made within fifteen (15) days following the end of the said posting period described by Section 4 hereof.

ARTICLE 30 SAFETY AND HEALTH

Section 1. The parties to this Agreement hold themselves responsible for mutual cooperative enforcement of all safety rules and regulations.

Section 2. Should a teacher complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by his/her immediate supervisor who shall report said complaint, in writing, immediately to the Superintendent, with a copy to the teacher who made the complaint.

Section 3. In Middle/High School complex buildings that are controlled by air-conditioning, when temperature extremes produce unhealthy and unsafe conditions, the teacher and/or class shall be moved, upon approval of the Principal, to a more conducive room. Guidelines for the temperature extremes shall be a low of sixty degrees (60°) and a high of eighty five degrees (85°).

In all other schools an unhealthy condition shall exist at a low temperature of sixty degrees (60°).

Section 4. When such extremes of temperature necessitate school dismissal, and such dismissal reduces the number of days or hours required by the State below the acceptable limit, another school day may be scheduled in lieu of the day of dismissal.

ARTICLE 31 PENSIONS AND EARLY RETIREMENT INCENTIVE

A. PENSIONS

Section 1. Effective March 1, 1973, the present one percentum (1%) "teacher participant" contribution to the City of Waterbury Retirement System shall be based upon the employee's Article 4 earnings, plus the severance pay prescribed by Article 13, Section 2. However there shall be no contribution (and thus no deduction) based upon "after school" earnings such as coaching, Homebound, summer school programs and evening school programs. The Board and the WTA agree that the employee's (who become a retiree) pension benefit of 6/10th of one percent (1%) of average annual pay received during the three (3) years of service immediately preceding retirement for each completed year of service shall be based only on the said Article 4 earnings, and Article 13, Section 2, severance pay. The parties further agree that the pension benefit prescribed by this Section shall be based upon the regular salary of the teacher participant regardless of any general temporary reduction thereof or any reduction or non payment on account of illness or other temporary absence.

Section 2. Teachers newly employed after March 1, 1970, shall not be included in the City of Waterbury Retirement System.

Section 3. In the event a teacher retires from the Waterbury School System

and is not a member of the Waterbury Retirement System but is eligible for State Retirement or Early Retirement or becomes disabled under the State Retirement and/or the Waterbury Retirement System, he/she shall receive the same medical and life insurance benefits as though he/she had been a member of the Waterbury Retirement System, excluding Retirement Cash Income. Said teacher must have served at least his/her last fifteen (15) years in the Waterbury School System to be eligible.

Section 4. The employee will receive his/her severance pay prescribed by Article 13, Section 2, in three equal payments spread out over three years. The parties may mutually agree to distribute the money in a different manner. The parties will explore distribution or deferral methods which may be more advantageous from a tax perspective to individual teachers.

ARTICLE 32

NEGOTIATIONS OF SUCCESSOR AGREEMENT - DURATION

Section 1. The parties agree to negotiate in good faith to secure a Successor Agreement in accordance with the provisions of the Teachers' Negotiating Act as amended by the 1979 General Assembly and as may be amended hereafter. The parties agree to commence such negotiations no later than August, 2002. However, upon written request by either party and concurrence by the other party, negotiations may commence no later than June 1, 2002.

Section 2. This Agreement shall be effective and binding as of July 1, 1999 unless a different effective date is prescribed in this Agreement for any Section or Article or provision of this Agreement, and this Agreement shall remain in force and effect through June 30, 2003.

Section 3. The Board and the Association agree that there will be a reopener on Coaching Stipends on or before July 1, 2000 for contract years 2001-02 and 2002-03.

APPENDIX A

BOARD POLICY RELATIVE TO WORKING HOURS, VACATION SCHEDULE AND SCHOOL HOLIDAYS:

Section 1. Elementary Schools (Kindergarten through Grade 5)

Section 1 (a). The work day for 1999-2000 shall be six (6) hours and thirty (30) minutes in duration.

Section 1 (b). If the Board exercises its rights to increase the work day under Article 5, all K-5 periods shall be increased accordingly.

Section 1 (c). Abbreviated sessions shall be of four (4) hours in duration or as set forth by the State Department of Education.

Section 1 (d). Teachers who service two (2) or more Elementary Schools per day shall work the same number of hours as other Elementary School teachers and those hours shall be consecutive where possible. There shall be no 8:30-9:30 combinations. If possible, 8:30 and 9:00 combinations and 9:00 and 9:30 combinations shall be eliminated.

Section 2. Middle Schools - Grades 6 through 8

Section 2 (a). The work day for 1999-2000 shall be seven (7) hours in duration.

Section 2 (b). Abbreviated sessions shall be of four (4) hours in duration or as set forth by the State Department of Education.

Section 3. High Schools (Grade 9 through Grade 12)

Section 3 (a). The work day for 1999-2000 shall be seven (7) hours in duration.

Section 3 (b). Abbreviated sessions shall be of four (4) hours in duration or as set forth by the State Department of Education.

Section 4. Unless altered by the Board in the exercise of its authority to modify the starting and ending times of the work day for teachers, teachers in the K-5 Schools shall be required to report to work ten (10) minutes prior to the commencement of the teaching day and during such ten (10) minute period, the teachers shall be in their classrooms or otherwise engaged in the preparation of work for the teaching day or their work area; teachers in the Middle Schools and in the High Schools shall be required to report to work twenty (20) minutes prior to the commencement of the teaching day and during such twenty (20) minute period, the teachers shall be in their classrooms or otherwise engaged in the preparation of work for the teaching day or their work area. Teachers in the K-5 schools shall be required to remain in their respective schools for five (5) minutes, subject to "early departure" if it is granted by the Principal; teachers in the High Schools and the Middle Schools shall be required to remain in their respective schools for ten (10) minutes, subject to "early departure" if it is granted by the Principal. During the said ten (10) minutes, or twenty (20) minutes, before the commencement of the teaching day and the said five (5) minutes, or ten (10) minutes, subsequent to the official close of the school day, as aforesaid, teachers shall be responsible for enforcement of school rules and Article 9, Section 5 D shall be applicable. A teacher shall schedule parent conferences within the work day or at the official close of the school day. When the K-5

schools go to a seven hour day the "before" and "after" times will be the same as the high schools and middle schools.

Section 5. The Superintendent may schedule an orientation day for newly-employed teachers. For any workshop days scheduled, an agenda shall be posted in all school buildings approximately two (2) weeks prior to said workshop.

Section 6. An employee shall work the basic "school calendar year" as described in Article 20, Section 1, exclusive of storm or emergency days. Employees whose positions are not enumerated here shall work the said basic school calendar.

Section 7. A principal may, if he/she desires, schedule mandatory staff meetings. Such meetings shall not be called more than once a month. Except in emergency situations, at least forty-eight (48) hours notice will be given. The meeting shall be for a reasonable time not to exceed one-half (1/2) hour. In addition to these meetings, teachers may be required to attend up to two (2) additional mandatory staff meetings per year. The principal, vice principal or any central office administrator may call these additional meetings.

APPENDIX B

Commitment to Improvement and Excellence

The Waterbury Board of Education and the Waterbury Teachers Association hereby commit to the improvement of student performance and pursuit of Excellence in Education. To this end the parties agree as follows:

Fund for Improvement and Excellence

Section 1. In the 1999 - 2000 and 2000 - 2001 school years, provided the City matches the amount, the increases (including increment advancements) provided by the new salary schedule will not be paid to teachers until the sum of three hundred twenty-five thousand dollars (\$325,000) is contributed to the Fund for Improvement and Excellence. Two hundred fifty thousand dollars (\$250,000) of this contribution and the matching two hundred fifty thousand dollars (\$250,000) of city money in each year will be distributed to individual schools on a per capita basis to be spent for books, supplies, computers or other educational needs of the particular schools as determined by the principal and the TQE committee. The money will be allocated to the individual schools in December. It is understood that the teachers' contribution and the matching funds are to be above and beyond monies allocated for such purposes in the previous year. If the city is unable to meet these criteria then the salaries will be paid to the teachers in accordance with the salary schedule.

Section 2. Seventy five thousand dollars (\$75,000) of the teachers' contribution and the seventy five thousand dollars (\$75,000) of the City's matching money in each year will be used to reward the school or schools which show the most improvement over the previous school year. The selection of the schools to be awarded the money will be made by the President of the Board of Education and the President of the WTA.

Section 3. In the subsequent years of the contract, provided the City matches the amount, the increases provided by the new salary schedules will not be paid to teachers until the sum of seventy five thousand dollars (\$75,000) is contributed to the fund for Improvement and Excellence. This seventy five thousand dollars (\$75,000) and the City's matching seventy five thousand dollars (\$75,000) will be awarded to the school or schools which show the most improvement over the previous school year. The selection of the schools to be awarded the money will be made by the President of the Board of Education and the President of the WTA. If the parties cannot agree then differences will be resolved by a coin flip. If the city is unable to meet these criteria then the salaries will be paid to the teachers in accordance with the salary schedule.

Section 4. Any teacher who retires during the 1999-2000 or 2000-2001 school years, will be paid back their contribution for the year they retire so their retirement calculation will not be diminished.

Contractual Reopener

Section 1. The language in this contract relating to improvement in performance, transfers, and sick leave (use and payout) are subject to reopener on July 1, 2001. The purpose of the reopener is to evaluate changes already made and to explore ways of further improvement in the performance of the school system.

Edison Project

Section 1. The WTA will fully cooperate with the Board if the Board decides to proceed with the Edison Project.

Section 2. The Board will commit that if it proceeds with the Edison Project it will fund a Waterbury Pilot Experimental school to the same extent it funds the Edison School.

Section 3. The Intent of this agreement is to encourage innovation, creativity and new approaches to education while allowing the Pilot Experimental school to fairly compete with the Edison Project thus maximizing the opportunities for improvement and excellence.

vided the City
 schedules
 and dollars
 excellence. This
 ching seventy
 ool or schools
 l year. The se-
 made by the
 e WTA. If the
 oin flip. If the
 e paid to the

or 2000-2001
 they retire so

ent in perfor-
 to reopener
 changes al-
 the perfor-

ard de-

the Edison
 he same ex-

on, creativ-
 the Pilot
 thus maxi-

SCHEDULE A • 1999-2000

Step	BA	BA+15	MA	MA+15	6th Yr.	6th+15	Ph.D
1	32,834	34,247	35,324	36,808	37,835	39,299	40,420
2	36,353	37,813	39,097	40,507	41,882	43,162	44,510
3	36,982	39,859	41,122	42,602	44,135	45,483	46,925
4	40,615	41,899	43,108	44,776	46,421	47,837	49,302
5	42,602	43,900	45,164	46,925	48,684	50,144	51,723
6	44,651	45,918	47,174	49,050	50,947	52,430	53,620
7	46,672	47,906	49,186	51,196	53,229	54,762	56,198
8	48,684	49,961	51,196	53,320	55,491	57,047	59,146
9	50,694	51,927	53,207	55,491	57,729	59,376	61,228
10	53,206	54,445	55,697	58,121	60,496	62,256	63,605
11	55,196	56,454	57,729	60,269	62,780	64,541	66,001
12	58,990	61,037	63,040	65,114	67,114	69,162	71,186

SCHEDULE B • 2000-01

Step	BA	BA+15	MA	MA+15	6th Yr.	6th+15	Ph.D
1	33,491	34,932	36,031	37,545	38,592	40,085	41,228
2	37,286	38,569	39,879	41,317	42,720	44,025	45,400
3	37,721	40,656	41,944	43,454	45,018	46,392	47,864
4	41,428	42,737	43,970	45,671	47,350	48,793	50,288
5	43,454	44,778	46,067	47,864	49,658	51,147	52,757
6	45,544	46,836	48,118	50,031	51,966	53,479	54,692
7	47,606	48,865	50,170	52,220	54,294	55,857	57,322
8	49,658	50,960	52,220	54,387	56,601	58,188	60,329
9	51,708	52,966	54,271	56,601	58,883	60,564	62,452
10	54,270	55,534	56,811	59,283	61,706	63,501	64,877
11	56,300	57,583	58,883	61,474	64,036	65,832	67,321
12	60,169	62,258	64,301	66,416	68,456	70,545	72,610

SCHEDULE C • 2001-02

Step	BA	BA+15	MA	MA+15	6th Yr.	6th+15	Ph.D
1	34,161	35,630	36,751	38,295	39,364	40,887	42,053
2	38,032	39,340	40,676	42,144	43,574	44,906	46,308
3	38,476	41,469	42,783	44,323	45,918	47,320	48,821
4	42,256	43,592	44,850	46,585	48,297	49,769	51,293
5	44,323	45,674	46,988	48,821	50,651	52,170	53,812
6	46,455	47,773	49,080	51,031	53,005	54,548	55,786
7	48,558	49,842	51,173	53,264	55,380	56,974	58,468
8	50,651	51,979	53,264	55,474	57,733	59,352	61,536
9	52,742	54,025	55,356	57,733	60,061	61,775	63,702
10	55,355	56,645	57,947	60,469	62,940	64,771	66,175
11	57,426	58,735	60,061	62,704	65,316	67,148	68,667
12	61,373	63,503	65,587	67,744	69,825	71,956	74,062

SCHEDULE D • 2002-03

Step	BA	BA+15	MA	MA+15	6th Yr.	6th+15	Ph.D
1	34,844	36,343	37,486	39,061	40,151	41,705	42,894
2	38,793	40,127	41,490	42,986	44,446	45,804	47,234
3	39,245	42,299	43,639	45,210	46,836	48,266	49,798
4	43,101	44,464	45,747	47,516	49,262	50,765	52,319
5	45,210	46,587	47,928	49,798	51,664	53,213	54,888
6	47,384	48,728	50,062	52,052	54,065	55,639	56,902
7	49,529	50,839	52,197	54,330	56,487	58,114	59,638
8	51,664	53,019	54,330	56,584	58,888	60,539	62,766
9	53,797	55,105	56,464	58,888	61,262	63,010	64,976
10	56,462	57,778	59,106	61,678	64,199	66,066	67,498
11	58,575	59,909	61,262	63,958	66,623	68,191	70,011
12	62,600	64,773	66,899	69,099	71,222	73,387	75,543

EXHIBIT X

Benefits	Century Preferred Plan w/Managed Benefits In-Network	Century Preferred Plan w/Managed Benefits Out-of-Network
Costshares	In Network: \$5 Office Visit Copay Unlimited Office Visit Maximum Lifetime Maximum In-Network: Unlimited	Subject to deductible and coinsurance Deductible \$200/\$400/\$500 Coinsurance to 80% of MAA to \$2,000/\$4,000/\$5,000 Cost Share Max: \$600/\$1,200/\$1,500 Lifetime Maximum Out-of-Network: \$1,000,000
Preventive Care		
Pediatric	\$0 Copay Covered according to age-based schedule Newborn - 5 months - once a month 6 months - 12 months - every 2 months 13 months - 2 years - every 3 months 25 months - 3 years - every 6 months 4 years - 21 years - once a year	80% after annual deductible Covered according to age-based schedule Newborn - 5 months - once a month 6 months - 12 months - every 2 months 13 months - 2 years - every 3 months 25 months - 3 years - every 6 months 4 years - 21 years - once a year
Adult	\$0 Copay Covered according to age-based schedule. Age 21 years to 30 years - every 3 years Age 31 years to 50 years - every 2 years Age 51 and over - once per year	80% after annual deductible Covered according to age-based schedule. Age 21 years to 30 years - every 3 years Age 31 years to 50 years - every 2 years Age 51 and over - once per year
Vision	Covered once every year \$5 copay (includes refraction)	80% after annual deductible
Gynecological	\$0 Copay Covered once every year	80% after annual deductible Covered once every year
Mammography	\$0 copay Covered according to age-based schedule. One exam between age 35 and 40 41 to 50 years every two years Age 50 and over - every year	80% after annual deductible Covered according to age-based schedule. One exam between age 35 and 40 41 to 50 years every two years Age 50 and over - every year
Maternity	\$5 Office Visit Copay (first visit only)	80% after annual deductible
Medical Services		
Medical Office Visit (including biologically based MII)	\$5 copay	80% after deductible
Outpatient PT/OT/ST Chiro	\$5 copay Covered up to 50 combined treatments per member per calendar year (Treatment Plan required) Extra visits covered as Out-of-Network	80% after deductible (Treatment Plan required) Maximum 50 combined visits per year.

Benefits	Century Preferred Plan w/Managed Benefits In-Network	Century Preferred Plan w/Managed Benefits Out-of-Network
Allergy Services	\$5 copay for office visits and testing No copay for injections (Treatment Plan Required)	80% after deductible (Treatment Plan Required)
Electroshock Therapy	\$25 up to 15 Annual Visits	80% after deductible Up to 15 visits per year
Outpatient Mental Health (Non-biologically based MHI)	40 visits covered with \$25 copay per member per calendar year. Case management after 40 visits	40 visits covered per calendar year. 50% after deductible
Inpatient Medical Services	Covered	80% after deductible
Office Surgery	Covered	80% after deductible
Emergency Care		
Emergency Room	\$25 copay, Subject to sudden and Serious Guidelines or if referred by physician. Non-emergency use covered as Out-of-Network	\$25 copay if meets Sudden and Serious guidelines or if referred by physician. Non emergency use covered at 80% subject to deductible.
Urgent Care	\$5 Copay	Covered \$5 copay if sudden and serious, otherwise treated as Out-of-Network. Subject to deductible and coinsurance
Ambulance	Covered in full. Non-emergency use subject to case management.	Covered in full. Non-emergency use subject to case management.
Inpatient Hospital <small>Note: All hospital admissions require pre-certification</small>		
General/Medical Surgical/Maternity/ Rehabilitative/ Biologically based MHI	Covered	80% after deductible
Semi-Private Ancillary Services (Medical/Supplies)	Covered	80% after Deductible
Psychiatric	Covered up to 60 days per calendar year (120 partial)	80% after deductible. 60 days per calendar year.
Substance Abuse Detox	Covered up to 45 days per calendar year (90 partial)	80% after deductible. 45 days per calendar year.
Skilled Nursing Facility	Covered up to 120 days per calendar year. Subject to deductible and 80% coinsurance	80% after deductible. 120 days per calendar year.
Hospice	Covered in full up to last 6 months of life	80% after deductible. 60 days per calendar year
Other Services		
Durable Medical Equipment & Prosthetics	Covered	80% after deductible

Benefits	Century Preferred Plan w/Managed Benefits In-Network	Century Preferred Plan w/Managed Benefits Out-of-Network
Home Health Aide	Covered up to 80 days per calendar year.	80% after deductible. 80 days per calendar year.
Nursing & Therapeutic Services	Covered in full for 300 days per year.	80% after deductible. 80 days per calendar year
Prescription Drugs	\$5 generic/\$10 brand/\$0 mail order. Unlimited Maximum Coordinated Rx Program	80% after deductible.
Payment Basis	Negotiated Fees. No balance billing.	91.5 percentile of MAA

This does not constitute your health policy or insurance policy. It is only a general description. Please refer to your Master Group Policy or Description of Benefits on file with your employer, for a complete and current listing of benefits, maximums, exclusions, and limitations.

*Non-compliance penalty \$400 per event

**Eligibility: Insured, spouse and unmarried dependents to age 25.

***Dental \$0 deductible. Class 1 - 100%; Class 2 - 50%; Class 3 - 50%; Ortho to \$1,000

TRIPARTITE ARBITRATION PANEL

Albert Murphy, Esq., Arbitrator

Victor Muschell, Esq., Arbitrator
Representing the interests of
the Waterbury Board of Education

John Gesmonde, Esq., Arbitrator
Representing the interests of
the Waterbury Teachers' Association

Association Negotiators

Jack Cronan, Co-Chief Negotiator
Carl Ianantuoni, Co-Chief Negotiator
Joe Balleto
Bob Brown
Betty Corbett
Barbara Dooley
George Flaherty
Bette Gedraitis
Fran Genovese
Jean Mulligan
Pat Walker
Cathy Welch

Board of Education
Negotiating Team
Michael Andolina, President
John Alseph, Jr.
Deborah Schatzle-Baker
Paul D'Angelo
James Murray
Rodney Parker
Larry Pisapio
Dorothy Steward
Robert Urso
Mary White

Board Counsel
Joe Summa, Esq.
Summa & Ryan

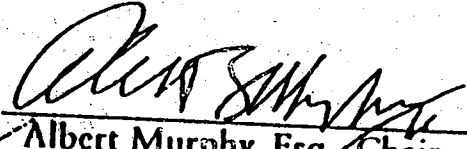
Jack Cronan,
WTA President

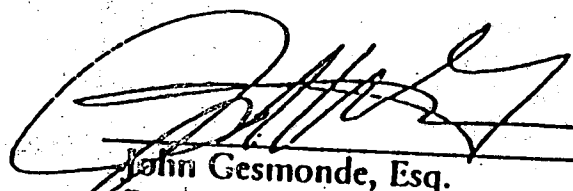
Mark Sheehan,
CEA Field Representative

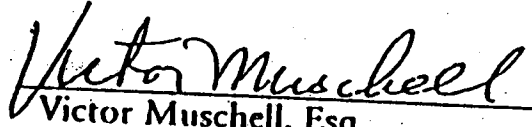
Alternates:

Joe Amato
Jan Holmes
Marion Ianantuoni
Norma Napomiceno
Debbie-Howell-Rotella

Dated at Hartford CT., this 24th day of December, 1998.


Albert Murphy, Esq. Chair
Representing the interests of the public generally


John Gesmonde, Esq.
Representing the interests of employee groups


Victor Muschell, Esq.
Representing the interests of boards of education



